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No. 33] NEW DELHI, AUGUST 13—AUGUST 19, 2006, SATURDAY/SRAVANA 22—SRAVANA 28, 1928

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय
(राजस्व विभाग)
(केन्द्रीय प्रत्यक्ष कर बोर्ड)
शुद्धि-पत्र

नई दिल्ली, 07 अगस्त, 2006

का.आ. 3232.—दिनांक 1 जुलाई, 2006 की अधिसूचना सं. 174/2006 (फा. सं. 203/34/2004-आ.क.नि.-II) के तहत भारत सरकार, वित्त मंत्रालय, राजस्व विभाग के शुद्धिपत्र में आंशिक संशोधन करते हुए अधिसूचना सं. 44/2006 की तिथि जिसके लिए शुद्धिपत्र जारी किया गया था, को 30 मार्च, 2006 के स्थान पर 7 मार्च, 2006 पढ़ा जाए।

दिनांक 11 जुलाई, 2006 के उक्त शुद्धिपत्र की अन्य शर्तें अपरिवर्तित रहेंगी।

[अधिसूचना सं. 207/2006/फा. सं. 203/34/2004-आ.क.नि.-II]

रेनु जोहरी, निदेशक (आयकर नि. II)

MINISTRY OF FINANCE
(Department of Revenue)
(CENTRAL BOARD OF DIRECT TAXES)
CORRIGENDUM

New Delhi, the 7th August, 2006

S.O.3232.—In partial modification of Ministry of Finance, Department of Revenue, Government of India, Corrigendum vide Notification No. 174/2006, dated

11th July, 2006 (F. No. 203/34/2004/ITA-II) the date of the Notification No. 44/2006 for which the Corrigendum was issued may be read as 7th March, 2006 instead of 30th March, 2006.

The other terms of the said Corrigendum dated 11th July, 2006 shall remain unchanged.

[Notification No. 207/2006/F. No. 203/34/2004-ITA-II]

RENU JAUHRI, Director (ITA II)

(आर्थिक कार्य विभाग)
(बैंकिंग प्रभाग)

नई दिल्ली, 3 अगस्त, 2006

का.आ.3233.—सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और दिनांक 9-4-1990 के भारत सरकार, वित्त मंत्रालय, आर्थिक कार्य विभाग (बैंकिंग प्रभाग) की अधिसूचना सं. 13-5-89-बीओ-III तथा तत्पश्चात् दिनांक 9-3-1996 को भारत के राजपत्र में प्रकाशित अधिसूचना सं. का.आ. 632 तथा दिनांक 18-2-2005 के सं. का.आ. 711 तथा इसके अतिरिक्त 13-4-2006 की संशोधन सं. एफ-13-2-2005-बीओ-बीओ-II का अधिक्रमण करते हुए, ऐसे अधिक्रमण से पूर्व उन बातों के सिवाय, जिन्हें किया गया है या किए जाने के लिए छोड़ दिया गया है, केन्द्र सरकार, एतद्वारा सरकार के राजपत्रित अधिकारी के स्तर के समकक्ष अधिकारी होने पर निम्नलिखित सारणी के कालम (1) में

उल्लिखित अधिकारी को उक्त अधिनियम के प्रयोजन के लिए सम्पदा अधिकारी के रूप में नियुक्त करती है जो सारणी के कालम (2) में उल्लिखित सरकारी स्थानों के संबंध में उक्त अधिनियम द्वारा या उसके अधीन सम्पदा अधिकारियों को प्रदत्त शक्तियों का प्रयोग करेंगे और उन्हें सौंपे गए कर्तव्यों को पूरा करेंगे :-

सारणी

अधिकारी का पदनाम	सरकारी स्थानों की श्रेणियां तथा क्षेत्राधिकारी की स्थानीय सीमाएं
उप महाप्रबंधक (केन्द्रीकृत बैंकिंग समाधान विभाग)	देना बैंक, जिसका प्रधान कार्यालय मुम्बई में है, के स्वामित्व वाले/
देना बैंक, देना कार्पोरेट केन्द्र, प्रधान कार्यालय, मुम्बई	उनकी संपत्ति वाले तथा उनके प्रशासनिक नियंत्रण वाले समूचे भारत में स्थित स्थान

[फा. सं. 13/2/2005-बीओए-बीओ-II]

डी. पी. भारद्वाज, अवर सचिव

(Department of Economic Affairs)

(BANKING DIVISION)

New Delhi, the 3rd August, 2006

S.O. 3233.—In exercise of the powers conferred under Section 3 of Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971) and in supersession of the notification of the Government of India in the Ministry of Finance, Department of Economic Affairs (Banking Division) No. 13/5-89-BO-III dated 09-4-90 and subsequent notification published in the Gazette of India under No. S.O. 632, dated 09-03-1996 and No. S.O. 711, dated 18-02-2005 and further amendment No. F-13/2/2005-BOA-BO-II dated 13-4-2006 except in respect of things done or omitted to be done before such supersession, the Central Government hereby appoints the officer mentioned in column (1) of the Table below, being officer equivalent to the rank of a Gazetted Officer of Government to be Estate Officer for the purpose of the said Act, who shall exercise the powers conferred and perform the duties imposed on the Estate Officers by or under the said Act, in respect of the public premises specified in column (2) of the said table.

TABLE

Designation of the Officer	Categories of public premises and local limits of jurisdiction
The Dy. Gen. Manager (Centralized Banking Solutions Department) Dena Bank, Dena Corporate Centre, Head Office, Mumbai	Premises situated anywhere in India owned by/belonging to, and under the administrative control of the Dena Bank having Head Office at Mumbai.

[F. No. 13/2/2005-BOA-BO-II]

D. P. BHARDWAJ, Under Secy.

नई दिल्ली, 10 अगस्त, 2006

का.आ. 3234.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड (9) के उप-खंड (1) और (2) (क) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 के धारा 9 की उप-धारा (3) के खंड (च) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्वारा, श्री एन. के. पारीक,

अध्यक्ष, अखिल भारतीय सेन्ट्रल बैंक अधिकारी संघ को अधिसूचना जारी होने की तारीख से तीन वर्ष की अवधि के लिए अथवा उनका उत्तराधिकारी नामित किए जाने तक अथवा सेन्ट्रल बैंक ऑफ इंडिया में उनके अधिकारी बने रहने तक, जो भी पहले हो, बशर्ते वह लगातार छः वर्ष से अधिक की अवधि के लिए पद ग्रहण नहीं करेंगे, सेन्ट्रल बैंक ऑफ इंडिया के बोर्ड में अधिकारी-कर्मचारी निदेशक के रूप में नामित करती है।

[फा. सं. 9/10/2001-बीओ-I]

जी. बी. सिंह, उप सचिव

New Delhi, the 10th August, 2006

S.O. 3234.—In exercise of the powers conferred by clause (f) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980, read with sub-clauses (1) and (2) (a) of clause (9) of the Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, after consultation with the Reserve Bank of India hereby appoints Shri N. K. Pareek, President, All India Central Bank Officers Federation as Officer Employee Director on the Board of Directors of Central Bank of India for a period of three years from the date of notification or until his successor has been nominated or until he ceases to be an officer of Central Bank of India, whichever event occurs the earliest, provided that he shall not hold office continuously for a period exceeding six years.

[F. No. 9/10/2001-BO-I]

G. B. SINGH, Dy. Secy.

नई दिल्ली, 10 अगस्त, 2006

का.आ. 3235.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड (9) के उपखंड (1) और (2) (क) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 के धारा 9 की उप-धारा (3) के खंड (च) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्वारा, श्री के. रामा कोटेश्वर राव, महासचिव, अखिल भारत आन्ध्रा बैंक अधिकारी संघ को अधिसूचना जारी होने की तारीख से तीन वर्ष की अवधि के लिए अथवा उनका उत्तराधिकारी नामित किए जाने तक अथवा आन्ध्रा बैंक में उनके अधिकारी बने रहने तक, जो भी पहले हो, बशर्ते वह लगातार छः वर्ष से अधिक की अवधि के लिए पद ग्रहण नहीं करेंगे, आन्ध्रा बैंक के बोर्ड में अधिकारी-कर्मचारी निदेशक के रूप में नामित करती है।

[फा. सं. 9/17/2006-बीओ-I]

जी. बी. सिंह, उप सचिव

New Delhi, the 10th August, 2006

S.O. 3235.—In exercise of the powers conferred by clause (f) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980, read with sub-clauses (1) and (2) (a) of clause (9) of the Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, after consultation with the Reserve Bank of India hereby appoints Shri K. Rama Koteshwara Rao, General Secretary, All India Andhra Bank Officers Federation as Officer Employee Director on the Board of Directors of Andhra Bank for a period of three years from the date of notification or until his successor has been nominated or until he ceases to be an officer of Andhra Bank whichever event occurs the earliest, provided that he shall not hold office continuously for a period exceeding six years.

[F. No. 9/17/2006-BO-I]

G. B. SINGH, Dy. Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

नई दिल्ली, 21 जुलाई, 2006

का. आ. 3236.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स नेशनल स्केल, शिवाजी नगर, सावरकुण्डला-364515, गुजरात विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले 'एन एस पी-01' शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का जिसके ब्रांड का नाम 'नेशनल' है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/373 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृति गैज प्रकार का भार सेल आधारित अस्वचालित (प्लेटफार्म प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, कार्यकारी सिद्धांत आदि की शर्तों के संबंध में परिवर्तित नहीं किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान सहित 50 कि.ग्रा. से अधिक और 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$ के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(107)/2006]

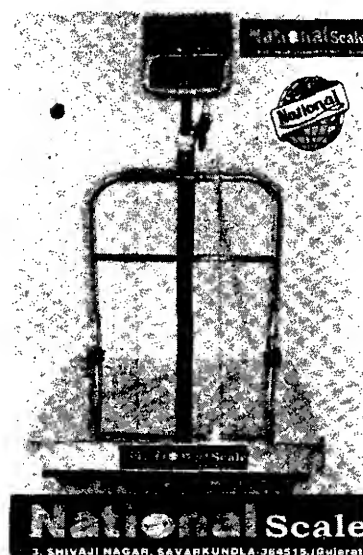
आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION**(Department of Consumer Affairs)**

New Delhi, the 21st July, 2006

S.O. 3236.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing Instrument (Platform type) with digital indication of medium accuracy (Accuracy class-III) of series "NSP-01" and with brand name "NATIONAL" (hereinafter referred to as the said Model), manufactured by M/s. National Scale, Shivaji Nagar, Savarkundla-364515, Gujarat and which is assigned the approval mark IND/09/06/373;



The said model is strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000kg. and minimum capacity of 2kg. The verification scale interval (e) is 100g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg. and upto 5000kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(107)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 21 जुलाई, 2006

का. आ. 3237.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा नोदरलैंड मीटिंगस्टीट्यूट (एन एम आई) नोदरलैंड द्वारा जारी मॉडल अनुमोदित प्रमाण-पत्र के साथ उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की उपधारा (3) के तीसरे परन्तुक और धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एवरी इंडिया लिमिटेड, प्लॉट नं. 50-54, सैक्टर 25, बल्लभगढ़ 121 004 (हरियाणा) द्वारा निर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले एच एल 122, एल 122, एच205, एच303, एच305, और एच400 शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम 'एवरी व्हे ट्रॉनिक्स' है और जो मैसर्स एवरी व्हे-ट्रॉनिक्स, फाउन्डरी लेन, स्मैथविक, वेस्ट मिडलैण्ड्स बी-66 2 एल पी, इंग्लैंड द्वारा विनिर्मित है और जिसे भारत में बिना किसी परिवर्तन अथवा परिवर्धन के उक्त मैसर्स द्वारा बेचा जाता है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/13/05/976 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल इलेक्ट्रॉनिक लोड सेल आधारित अस्वचालित (टेबल टॉप प्रकार) का तोलन उपकरण है। इसकी अधिकतम क्षमता 3 कि.ग्रा. < मैक्स < 3000 कि.ग्रा. के लिए $e > 1$ ग्रा. और $n < 3500$ का विभाजन है। इसमें एक सबट्रेक्टिव रिटेंड युक्ति है। उपकरण 230, वोल्ट 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

[फा. सं. डब्ल्यू एम-21(261)/2005]

आर. माथूरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 21st July, 2006

S.O. 3237.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, along with the Model approval certificate issued by the Netherlands Meetinstituut (NMI), Netherlands, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of the non-automatic weighing instrument (table top type) with digital indication of medium accuracy (Accuracy class-III) and of series "HL122, L122, H205, H303, H305 & H400" with brand name "AVERY WEIGH-TRONIX" and manufactured by M/s Avery Weigh-Tronix, Foundary Lane, Smethwick, West Midlands, B66 2LP, United Kingdom and sold in India without any alteration or additions by M/s Avery India Limited, Plot No. 50-54, Sector 25, Ballabgarh-121 004 (Haryana) and which is assigned the approval mark IND/13/05/976;



The said model is an electronic and load cell based non-automatic weighing instrument (Table Top type) with maximum capacity of 3kg. $\leq \text{Max} \leq 3000 \text{ kg}$. for $e \geq 1\text{g}$. and $n \leq 3500$ divisions. It has a subtractive retained tare device. The instrument operates on 230Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

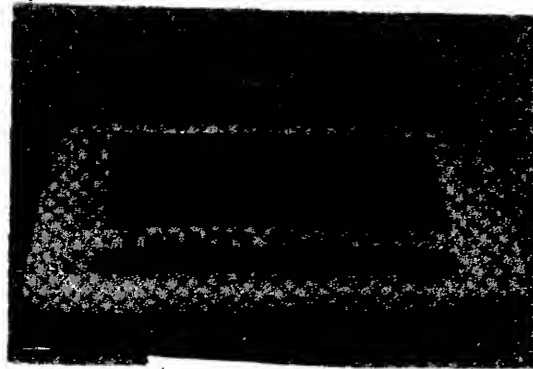
[F. No. WM-21(261)/2005]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 21 जुलाई, 2006

का. आ. 3238.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स पर्लस इलेक्ट्रॉनिक्स एण्ड इन्स्ट्रुमेंट्स प्रा. लि. 'श्री' प्रिया होटल के पीछे, शूगर फैक्टरी के सामने, सांगली, महाराष्ट्र द्वारा निर्मित उच्च यथार्थता (यथार्थता वर्ग II) वाले 'पी ई एल जे' शृंखला के अंकक सूचन सहित, अस्वचालित, तोलन उपकरण (टेबलटाप प्रकार) के मॉडल का, जिसके ब्रांड का नाम 'तोशिबा' है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/196 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृति गैज प्रकार का लोड सेल आधारित अस्वचालित (टेबलटाप प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 300 ग्र. और न्यूनतम क्षमता 200 मि.ग्र. है। सत्यापन मापमान अंतराल (ई) का मान 10 मि.ग्र. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बिक्री से पूर्व अथवा बिक्री पश्चात् उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, कार्यकारी सिद्धांत आदि की शर्तों के संबंध में परिवर्तित नहीं किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्र. से 50 मि.ग्र. तक "ई" मान के लिए 100 से 5000 तक रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्र. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मान सहित 50 कि.ग्र. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^6 , 2×10^6 या 5×10^6 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य है।

[फा. सं. डब्ल्यू एम-21(304)/2005]

आर. माथुरबुधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 21st July, 2006

S.O. 3238.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions:

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of Model the of non-automatic weighing Instrument (Tabletop type) with digital indication of "PELJ" series of high accuracy (Accuracy class-II) and with brand name "TOSHIBA" (hereinafter referred to as the said Model), manufactured by M/s. Pearl Electronics & Instruments Private Limited, 'Shree', Behind Priya Hotel, Opp. Sugar Factory, Sangali, Maharashtra and which is assigned the approval mark IND/09/06/196;



The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 300g. and minimum capacity of 200mg. The verification scale interval (e) is 10mg. It has a tare device with a 100 per cent subtractive retained tare effect. The Liquid Crystal Diode (LCD) indicates the weighing results. The instrument operates on 230Volts and 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices. The said model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc or alteration of any other type before or after sales in India.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, and performance of same series with maximum capacity up to 50kg. and with number of verification scale interval (n) in the range of 100 to 5000 for 'e' value of 1mg. to 50mg. and with number of verification scale interval (n) in the range of 5000 to 50,000 of 'e' value of 100mg. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

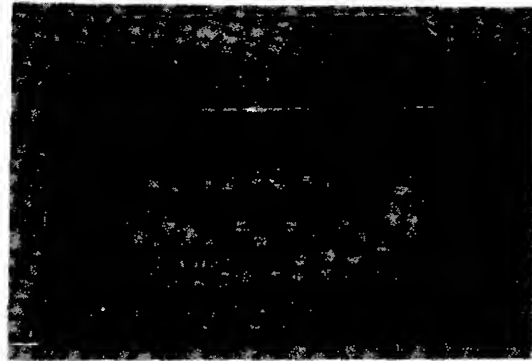
[F.No. WM-21(304)/2005]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 21 जुलाई, 2006

क्र. आ. 3239.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स पर्लस इलेक्ट्रानिक्स एण्ड इन्स्ट्रुमेंट्स प्रा. लि. 'श्री' प्रिया होटल के पीछे, शूगर फैक्टरी के सामने, सांगली, महाराष्ट्र द्वारा निर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले 'पी ई एल जे' शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) के मॉडल का जिसके ब्रांड का नाम 'तोशिबा' है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/197 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;



उक्त मॉडल एक विकृति गैज प्रकार का लोड सेल आधारित अस्वचालित (टेबलटाप प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रणाली पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बिक्री पूर्व अथवा बिक्री पश्चात् उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, कार्यकारी सिद्धांत आदि की शर्तों के संबंध में परिवर्तित नहीं किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक "ई" मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अन्तराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 या 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक यथार्थता के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(304)/2005]

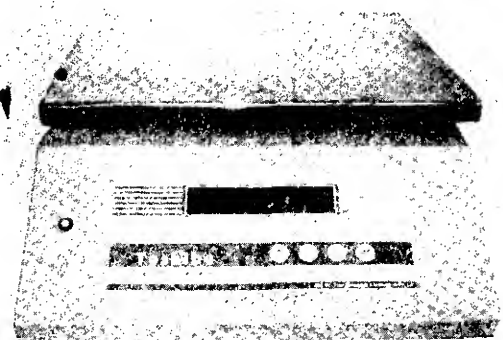
आर. माथुरबुधम, निदेशक, विधिक माप विज्ञान

241561/06-2

New Delhi, the 21st July, 2006

S.O. 3239.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic (Tabletop type) weighing Instrument with digital indication of "PELJ" series of high accuracy (Accuracy class-III) and with brand name "TOSHIBA" (hereinafter referred to as the said Model), manufactured by M/s. Pearl Electronics & Instruments Private Limited, 'Shree', Behind Priya Hotel, Opp. Sugar Factory, Sangali, Maharashtra, and which is assigned the approval mark IND/09/06/197;



The said Model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30kg. and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing result. The instrument operates on 230Volts and 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices. The said Model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. or alteration of any other type before or after sales in India.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg. to 2g. or with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F.No. WM-21(304)/2005]

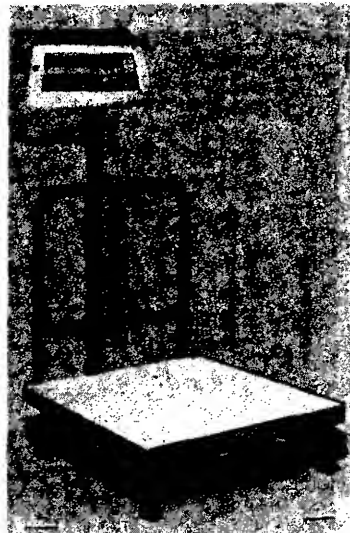
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 21 जुलाई, 2006

का. आ. 3240.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स प्लस इलेक्ट्रॉनिक्स एण्ड इन्स्ट्रुमेंट्स प्रा. लि. 'श्री' प्रिया होटल के पीछे, शूगर फैक्टरी के सामने, सांगली, महाराष्ट्र द्वारा निर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले 'पी ई एल पी' शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का जिसके ब्रांड का नाम 'तोशिबा' है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/198 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।

उक्त मॉडल एक विकृत गैज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 500 कि.ग्रा. और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टैम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बिक्री पूर्व अथवा बिक्री पश्चात् उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, कार्यकारी सिद्धांत आदि की शर्तों के संबंध में परिवर्तित नहीं किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान सहित 50 कि.ग्रा. से 1000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(304)/2005]

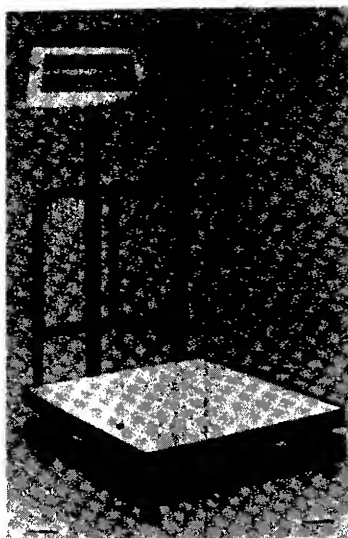
आर. माथुरबुधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 21st July, 2006

S.O. 3240.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of model of the self-indicating, (Platform type) weighing instrument with digital indication of "PELJ" series of medium accuracy (Accuracy class-III) and with brand name "TOSHIBA" (hereinafter referred to as the said Model), manufactured by M/s. Pearl Electronics & Instruments Private Limited, 'Shree', Behind Priya Hotel, Opp. Sugar Factory, Sangali, Maharashtra and which is assigned the approval mark IND/09/06/198;

The said model is a strain gauge type load cell based weighing instrument with a maximum capacity of 500kg. and minimum capacity of 2kg. The verification scale interval (e) is 100g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230Volts and 50 Hertz alternative current power supply.



In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices. The said model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc or alteration of any other type before or after sales in India.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of same series with maximum capacity above 50kg. and up to 1000kg and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , 'k' being the positive or negative whole number or equal to zero manufactured by the same manufacturer with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No. WM-21(304)/2005]

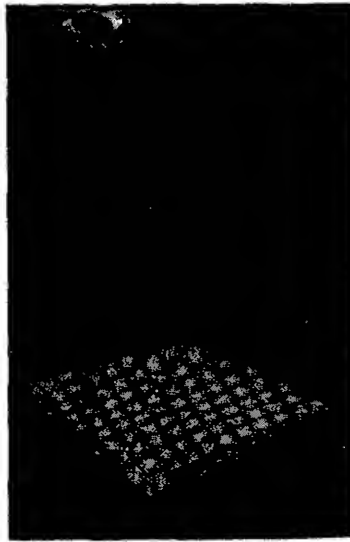
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 21 जुलाई, 2006

का. आ. 3241.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स निस्सन इलैक्ट्रानिक्स 83/16 प्रथम तल, गंगानिवास, गडवे कालोनी के पास, पुणे-411 029, महाराष्ट्र द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "एल पी एफ-1001" शृंखला के अंकक सूचन सहित अस्वचालित स्वतः सूचक तोलन उपकरण (प्लेटफार्म प्रकार-दूध तोल मशीन) के मॉडल का जिसके ब्रांड का नाम "निस्सन" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2005/664 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।

उक्त मॉडल (नीचे दी गई आकृति देखें) एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 200 कि.ग्रा. है और न्यूनतम क्षमता 400 ग्राम. है। सत्यापन मापमान अन्तराल (ई) 20 ग्राम. या समानक मात्रा मि. लि. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टैमिंग प्लेट के मुद्रांकन करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन अंतराल (एन) सहित 50 कि.ग्रा. से अधिक और 500 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य है।

[फा. सं. डब्ल्यू एम-21(65)/2005]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 21st July, 2006

S.O. 3241 .—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of model of self-indicating, non-automatic (Platform type-Milk Weighing Machine) weighing instrument with digital indication of "LPF-1001" series of medium accuracy (Accuracy class-III) and with brand name "NISAN" (hereinafter referred to as the said model), manufactured by M/s. Nisan Electronics, 83/16, 1st Floor, Ganga Niwas, Near Gadawe Colony, Pune-411 029, Maharashtra and which is assigned the approval mark IND/09/05/664;

The said model (see the figure given below) is a strain gauge type load cell based weighing instrument with a maximum capacity of 200kg. and minimum capacity of 400g. The verification scale interval (e) is 20g. or equivalent volume in ml. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230Volts and 50 Hertz alternative current power supply. It has a provision to convert kg to litre with the help of software.



In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of the Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of same series with maximum capacity above 50kg. and up to 500kg and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No. WM-21(65)/2005]

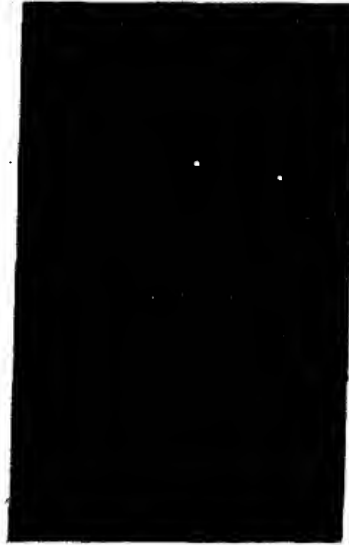
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 21 जुलाई, 2006

का. आ. 3242.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स निस्सन इलेक्ट्रॉनिक्स. 83/16, प्रथम तल, गंगानिवास, गडते कालोनी के पास, पुणे-411029, महाराष्ट्र द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "एच पी एफ-1001" शृंखला के अंकक सूचन सहित अस्वचालित स्वतःसूचक तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का जिसके ब्रांड का नाम "निस्सन" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2005/663 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।

उक्त मॉडल (नीचे दी गई आकृति देखें) एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित (प्लेटफार्म प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. है और न्यूनतम क्षमता 2 कि. ग्राम है। सत्यापन मापमान अन्तराल (ई) 100 ग्राम है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक के रेंज में सत्यापन अंतराल (एन) सहित 50 कि.ग्रा. से अधिक और 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(65)/2005]

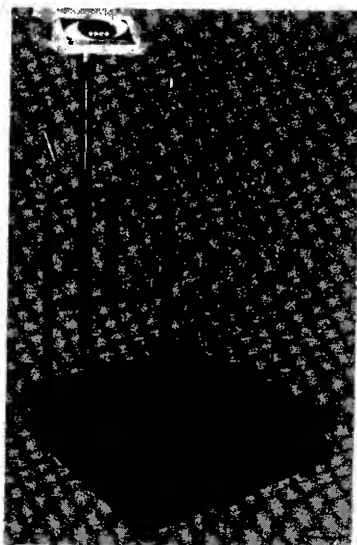
आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 21st July, 2006

S.O. 3242.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of the self indicating, non-automatic the (Platform type) weighing instrument with digital indication of "HPF-1001" series of medium accuracy (Accuracy class-III) and with brand name "NISAN" (hereinafter referred to as the said model), manufactured by M/s. Nisan Electronics, 83/16, 1st Floor, Ganga Niwas, Near Gadawe Colony, Pune-411 029, Maharashtra and which is assigned the approval mark IND/09/2005/663;

The said model (see the figure given below) is a strain gauge type load cell based weighing instrument with a maximum capacity of 1000kg. and minimum capacity of 2kg. The verification scale interval (e) is 100g. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicate the weighing result. The instrument operates on 230Volts and 50 Hertz alternate current power supply.



In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of same series with maximum capacity above 50kg. and up to 5000kg and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero manufactured by the same manufacturer with the same principle, design and with the same materials with which, the said approved model has been manufactured.

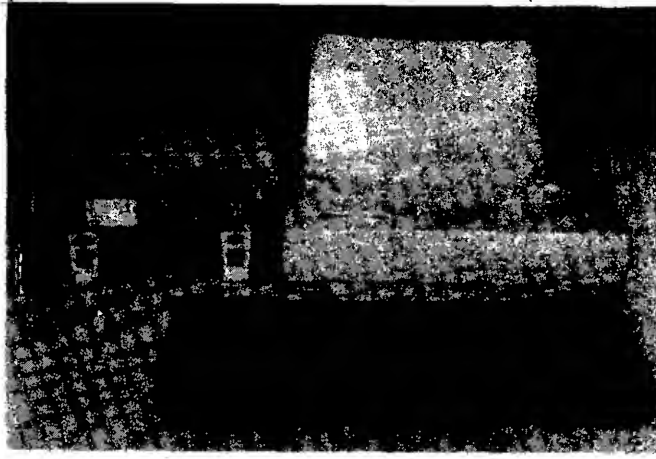
[F.No. WM-21(65)/2005]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 24 जुलाई, 2006

का. आ. 3243.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स आर.के.डी. वेईंग सिस्टम, संख्या 222, दूसरी मंजिल, कावेरी कॉम्प्लेक्स, पी.एल. शर्मा रोड, मेरठ, उत्तर प्रदेश द्वारा निर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले 'के डब्ल्यू एस' शृंखला के अंकक सूचन सहित, अस्वचालित, तोलन उपकरण (वेब्रिज प्रकार) के मॉडल का, जिसके ब्रांड का नाम 'आर.के.डी.' है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/284 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृति गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (वेब्रिज प्रकार) है। इसकी अधिकतम क्षमता 40 टन और न्यूनतम क्षमता 100 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 5 कि. ग्रा. है। इसमें एक आधेयतुलन युक्त है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदिशत करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को उसकी सामग्री यथार्थता, डिजाइन, सर्किट डायग्राम, कार्यकारी सिद्धांत आदि की शर्तों के संबंध में परिवर्तित नहीं किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 कि. ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान (एन) अंतराल सहित 5 टन से अधिक और 100 टन तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^4 , 2×10^4 या 5×10^4 के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

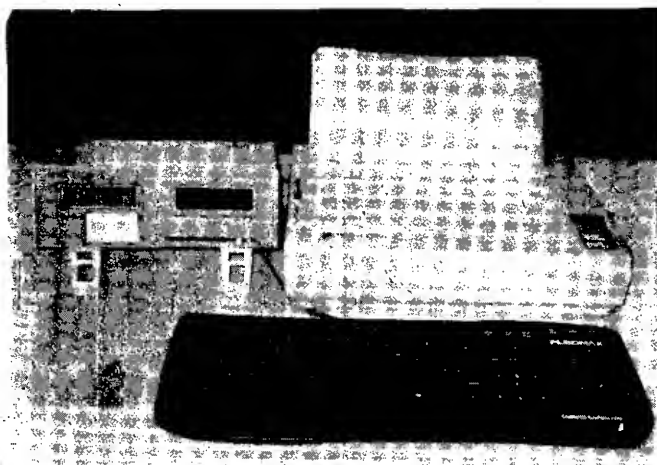
[फा. सं. डब्ल्यू.एम.-21(73)/2006]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 24th July, 2006

S.O. 3243.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of model of non-automatic weighing instrument (Weighbridge type) with digital indication of medium accuracy (Accuracy class-III) of series "KWS" and with brand name "RKD" (hereinafter referred to as the said model), manufactured by M/s. R.K.D. Weighing Systems, No. 222, IInd Floor, Kaveri Complex, P.L. Sharma Road, Meerut, Uttar Pradesh and which is assigned the approval mark IND/09/06/284:



The said model is a strain gauge type load cell based non-automatic weighing instrument (Weighbridge type) with a maximum capacity of 40 tonne and minimum capacity of 100 kg. The verification scale interval (e) is 5 kg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 23Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 5 tonne and up to 100 tonne with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 kg. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No. WM-21(73)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 24 जुलाई, 2006

का.आ. 3244.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स यूरो पैकेजिंग सिस्टम्स, #17, आचार्य इंडस्ट्रियल इस्टेट, अंधेरी कुर्ला रोड, तेजपाल कम्पाउंड, लाठिया रबड़ कम्पनी के पीछे, साका नाका, अंधेरी (पूर्व), मुंबई-400072, महाराष्ट्र द्वारा निर्मित संदर्भ (x), यथार्थता वर्ग (जहाँ $x=1$ है) वाले "ई पी एस डब्ल्यू एफ-30" शृंखला के स्वचालित ग्रेवीमेट्रिक फिलिंग उपकरण (वे फिलर) के मॉडल का जिसके ब्रांड का नाम "यूरो पैक" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2006/350 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।

उक्त मॉडल एक विकृति गेज प्रकार का भार सेल आधारित अस्वचालित ग्रेवीमेट्रिक फिलिंग उपकरण (वे फिलर) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है। इसकी अधिकतम भराई दर 20 फिल प्रति मिनट है। मशीन को पेस्ट, पेंट, मोबिल ऑयल, इंजिन ऑयल व अन्य तरल पदार्थों आदि जैसी मुक्त प्रवाही तरल वस्तुओं को भरने हेतु डिजाइन किया गया है। प्रकाश उत्सर्जक डायोड (एल. ई. डी.) प्रदर्श उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकन करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को उसकी बिक्री से पूर्व अथवा बाद में उसकी सामग्री यथार्थता, डिजाइन, संकित, डायग्राम, तथा कार्य निष्पादन सिद्धांत आदि की शर्तों की परं परिवर्तित नहीं किया जाएगा।



और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 200 ग्राम से 30 कि. ग्रा. तक की क्षमता वाले हैं।

[फा. सं. डब्ल्यू एम-21(74)/2006]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 24th July, 2006

S.O. 3244 .—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of Automatic Gravimetric Filling Instrument (Weigh filler) belonging to accuracy class, Ref (x), where $x = 1$ of 'EPS-WF-30' series with brand name "EURO PACK" (herein referred to as the said Model), manufactured by M/s. Euro Packaging Systems, #17, Acharya Industrial Estate, Andheri Kurla Road, Tejpal Compound, Behind Lathia Rubber Co., Saka Naka, Andheri (E), Mumbai-400 072, Maharashtra and which is assigned the approval mark IND/09/06/350;

The said model is a strain gauge type load cell based Automatic Gravimetric Filling Instrument (Weigh filler). Its maximum capacity is 30 kg. Its maximum fill rate is 20 fills per minute. The machine is designed for filling the free flowing liquids products like oils, fruits juices, pesticides, paste, paints, mobile oil, engine oil etc. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices, and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc. before or after sale.



Further, in exercise of the power conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with capacity in the range of 200 g to 30 kg manufactured by the manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No. WM-21(74)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

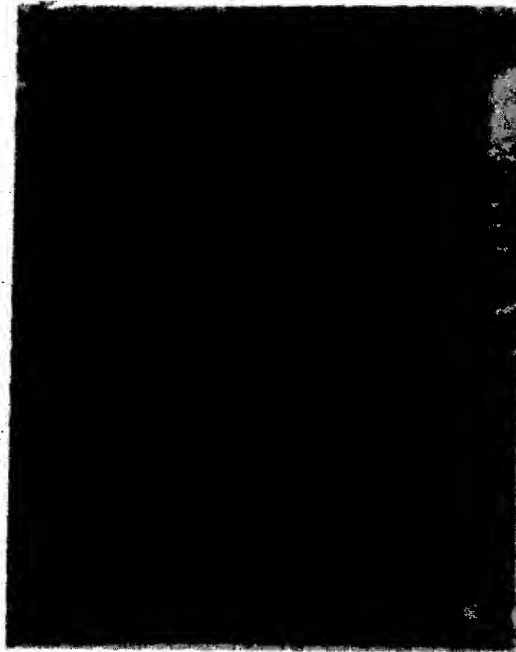
नई दिल्ली, 24 जुलाई, 2006

का. आ. 3245.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स यूरो पैकेजिंग सिस्टम्स, 17, आचार्य इंडस्ट्रियल इस्टेट, अंधेरी कुर्ला रोड, तेजपाल कम्पाउंड, लाठिया रबड़ कम्पनी के पीछे, साका नाका, अंधेरी (पूर्व), मुंबई-400072, महाराष्ट्र द्वारा निर्मित संदर्भ (X), यथार्थता वर्ग (जहाँ $x=1$ है) वाले "ई पी एस-वी एफ" शृंखला के स्वचालित ग्रेवीमेट्रिक फिलिंग उपकरण (कोल्यू मेट्रिक प्रकार) के मॉडल का जिसके ब्रांड का नाम "यूरो पैक" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2006/351 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित ग्रेवीमेट्रिक फिलिंग उपकरण (कोल्यू मेट्रिक प्रकार) है। इसकी अधिकतम क्षमता 30 लीटर अथवा समभारी है। इसकी अधिकतम भारी दर 60 फिल प्रति मिनट है। मशीन को दूध, खाद्य तेल, घी, वनस्पति तेल, फल, जूस, कीटनाशी, पेस्ट, पेंट, मोबिल ऑयल, इंजिन ऑयल व अन्य तरल पदार्थों आदि जैसी मुक्त प्रवाही तरल वस्तुओं को भरने हेतु डिजाइन किया गया है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को उसकी ब्रिक्की से पूर्व अथवा बाद में उसकी सामग्री यथार्थता, डिजाइन, सर्किट, डायग्राम तथा कार्य निष्पादन सिद्धांत आदि की शर्तों की परं परिवर्तित नहीं किया जाएगा।



और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ली. से 30 लीटर तक ही क्षमता वाले हैं।

[फा. सं. डब्ल्यू एम-21(74)/2006]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 24th July, 2006

S.O. 3245 .—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of Model of Automatic Gravimetric Filling Instrument (Volumetric type) belonging to accuracy class, Ref(x), where $x=1$ of 'EPS-VF' series with brand name "EURO PACK" (hereinafter referred to as the said Model), manufactured by M/s. Euro Packaging Systems, #17, Acharya Industrial Estate, Andheri Kurla Road, Tejpal Compound, Behind Lathia Rubber Co., Saka Naka, Andheri (E), Mumbai-400 072, Maharashtra and which is assigned the approval mark IND/09/06/351;

The said model is a strain gauge type load cell based Automatic Gravimetric Filling Instrument (Volumetric type). Its maximum capacity is 30 litre or equivalent weight. Its maximum fill rate is 60 fills per minute. The machine is designed for filling the free flowing liquids products like milk, edible oil, ghee, vanaspathi oil, fruits, juices, pesticides, paste, paints, mobile oil, engine oil etc. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230Volts and 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc before or after sale.



Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with capacity in the range of 100ml to 30litre or equivalent weight manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

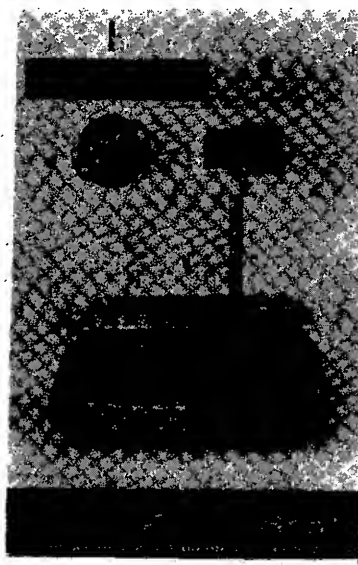
[F.No. WM-21(74)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 27 जुलाई, 2006

का. आ. 3246.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स नेशनल स्केल, शिवाजी नगर, सावरकुण्डला-364515, गुजरात विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले 'एन एस टी-02' शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टाप प्रकार) के मॉडल का जिसके ब्रांड का नाम "नैशनल" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/372 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृति गैज प्रकार का भार सेल आधारित अस्वचालित (टेबल टाप प्रकार का) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत. प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को विक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित/परिवर्धित नहीं किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्राम तक "ई" मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्राम या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-6} , 2×10^{-6} या 5×10^{-6} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य है।

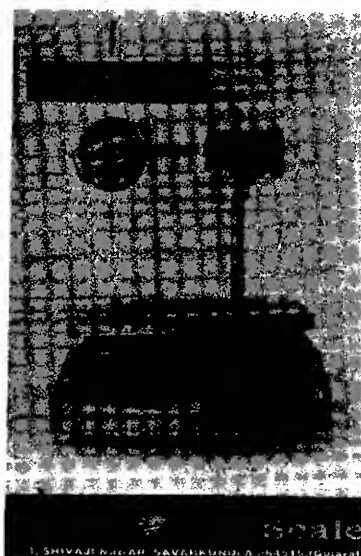
[फा. सं. डब्ल्यू एम-21(107)/2006]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 27th July, 2006

S.O. 3246.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-Automatic weighing instrument (Table top type) with digital indication of medium accuracy (Accuracy class III) of series “NST-02” and with brand name “NATIONAL” (hereinafter referred to as the said model), manufactured by M/s. National Scale, Shivaji Nagar, Savarkundla-364515, Gujarat and which is assigned the approval mark IND/09/2006/372;



The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30 kg and minimum capacity of 100 g. The verification scale interval (e) is 5 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc, before or after sale.

Further, in exercise of the power conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50 kg with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg to 2g and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

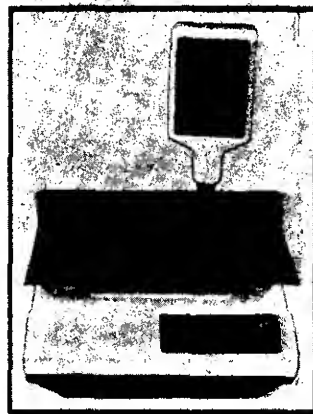
[F. No. WM-21(107)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 28 जुलाई, 2006

क्र. आ. 3247:—केन्द्रीय सरकार को, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एडवॉकेट टैक्नोलॉजिक्स प्रोडक्ट्स, आर. जेड-35, कुशीराम पार्क, ओम विहार, उत्तम नगर, नई दिल्ली-110059 द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग II) वाले 'ए टी पी टी' शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का जिसके ब्रांड का नाम "डालर" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन बिहान आई एन डी/09/05/522 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृति गेज प्रकार का भार सेल आधारित अस्वचालित (टेबल टॉप प्रकार) तोलन उपकरण है जो अंकक सूचन के साथ भार सेल के सिद्धांत पर कार्य करता है। इसकी अधिकतम क्षमता 22 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अन्तराल (ई) 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. से 50 मि.ग्राम तक "ई" मान के लिए 100 से 5,000 तक के रेंज में सत्यापन अंतराल (एन) और 100 मि.ग्राम या उससे अधिक 'ई' मान के लिए 500 से 50,000 तक की रेंज में सत्यापन मान अन्तराल सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-6} , 2×10^{-6} या 5×10^{-6} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

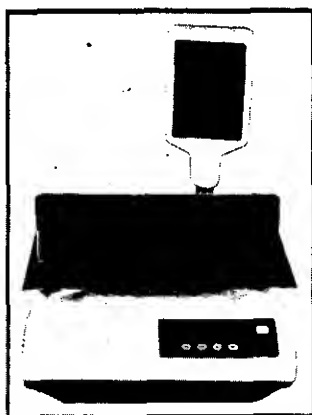
[फा. सं. डब्ल्यू एम-21(88)/2005]

आर. माथुरबुधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 28th July, 2006

S.O. 3247.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-Automatic weighing instrument (Table top type) with digital indication of High accuracy (Accuracy class II) of series "ATPT" and with brand name "DOLLAR" (hereinafter referred to as the said model), manufactured by M/s. Advanced Technological Products, RZ-35, Kushiram Park, Om Vihar, Uttam Nagar, New Delhi-110059 and which is assigned the approval mark IND/09/2005/522;



The said Model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) working on principle of load cell with digital indication of maximum capacity of 22 kg and minimum capacity of 100 g. The verification scale interval (e) is 2 g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 volts and 50 Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing is done to prevent the opening machine for fraudulent practices.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make and performance of same series with maximum capacity upto 50 kg and with number of verification scale interval (n) in the range of 100 to 5,000 for 'e' value of 1mg to 50mg and with number of verification scale interval (n) in the range of 500 to 50,000 for 'e' value of 100mg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

[F. No. WM-21(88)/2005]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 28 जुलाई, 2006

का. आ. 3248.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एडवान्स्ड टेक्नॉलाजिकल प्रोडक्ट, आर जेड-35, कुशीराम पार्क, ओम विहार, उत्तम नगर, नई दिल्ली-110059 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले 'ए टी पी पी' शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेट फार्म प्रकार) के मॉडल का जिसके ब्रांड का नाम "डालर" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/05/523 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।

उक्त मॉडल एक विकृत गेज प्रकार भार सेल आधारित अस्वचालित (टेबल फार्म प्रकार) तोलन उपकरण है जो अंकक सूचन के साथ भार सेल के सिद्धांत पर कार्य करता है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल.ई.डी.) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान अंतराल (एन) सहित 50 कि.ग्राम से अधिक और 5,000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य है।

[फा. सं. डब्ल्यू एम-21(88)/2005]

New Delhi, the 28th July, 2006

S.O. 3248.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions:

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-Automatic weighing instrument (Platform type) with digital indication of medium accuracy (accuracy class III) of series "ATPP" and with brand name "DOLLAR" (hereinafter referred to as the said Model), manufactured by M/s. Advanced Technological Products, RZ-35, Kushiram Park, Om Vihar, Uttam Nagar, New Delhi-110059, and which is assigned the approval mark IND/09/2005/523;



The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) working on principle of load cell with digital indication of maximum capacity of 1000 kg. and minimum capacity of 2 kg. The verification scale interval (e) is 100g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 volts and 50 Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing is done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make, and performance of same series with maximum capacity above 50 kg. upto 5000 kg. and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 100 mg or more with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(88)/2005]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 28 जुलाई, 2006

का. आ. 3249.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स क्वालिटी पैकेजिंग सिस्टम नं. 22 ए, पदम दर्शन हाउसिंग सेसायटी, पुणे, सतारा रोड, पुणे-411009 महाराष्ट्र द्वारा निर्मित क्यू पी एस-जी एफ शृंखला के स्वचालित उपकरण (टाइम बेसड-ग्रेविटी फिलिंग) के मॉडल का जिसके ब्रांड का नाम "वीरो-पैक्यू" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2006/50 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल टाइम बेसड स्वचालित ग्रेविटी मीट्रिक फिलिंग (टाइम बेसड ग्रेविटी फिलर) उपकरण है। इसकी अधिकतम क्षमता 1000 ग्रा. या समतुल्य मात्रा और न्यूनतम क्षमता 2 ग्रा. अथवा समतुल्य मात्रा प्रति मिनट है। सत्यापन मापमान अन्तराल (ई) का मान 2 ग्रा. है इसका निष्पादन 30-50 फिल्स प्रति मिनट है। उपकरण थ्री फेज 2.5 केवीए और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है। इसका उपयोग सहज प्रवाह वाले तरल पदार्थ जैसे बलू, दुग्ध, लस्सी, छाछ और खनिज जल इत्यादि भरने के लिए किया जाता है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है विनिर्मित उसी शृंखला के वैसे ही, मेक, यथार्थता और कार्यपालन के भरण मशीन भी होंगे जिनकी रेंज 2 ग्रा. से 1000 ग्रा. तक अथवा समतुल्य मात्रा की फिलिंग मशीनें भी शामिल होंगी।

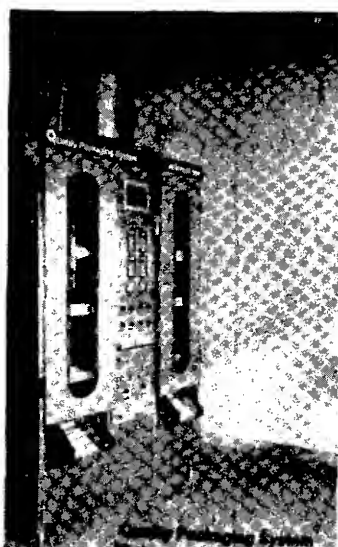
[फा. सं. डब्ल्यू एम-21(337)/2005]

आर. माथुरबुधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 28th July, 2006

S.O. 3249.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (See the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) (hereinafter referred to as the said Act) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the model of automatic gravimetric filling instrument (time based gravity filler) of series "QPS-GF" with brand name "VERO-PACQ" (herein referred to as the said model), manufactured by M/s. Quality Packaging Systems, No. 22A, Padmadarsan Housing Society, Pune—Satara Road, Pune-411009, Maharashtra and which is assigned the approval mark IND/09/2006/50;



The said model is a time based automatic gravimetric filling instrument (time based gravity filler). Its maximum capacity of 1000 g. or equivalent volume and minimum capacity is 2g. or equivalent volume. Its output is 30-50 fills per minute. It operates on three phase 2.5 KVA and 50 Hertz alternate current power supply. It is used for filling free flowing liquid such as blue, milk, butter milk, arrack, mineral water etc.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of the same series with capacity ranging between 2 g. to 1000 g. or equivalent volume manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(337)/2005]

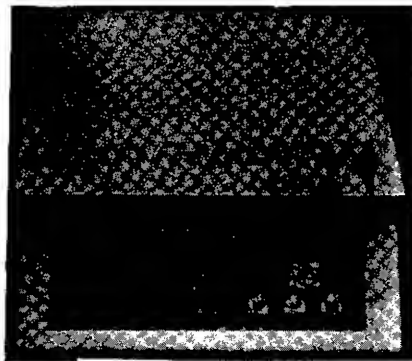
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 28 जुलाई, 2006

का. आ. 3250.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स माइक्रो मल्टीमीडिया, संख्या 4, निष्का एवेन्यू, नारायण काम्पलैक्स के सामने, स्वास्तिक चार रस्ता, नवसंगपुर, अहमदाबाद-380009, गुजरात द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग III) वाले 'एम.एम.टी' शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) के मॉडल का जिसके ब्रांड का नाम 'माइक्रो' है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/283 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबल टाप प्रकार) है। इसकी अधिकतम क्षमता 20 कि.ग्रा. है और न्यूनम क्षमता 40 ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्ट्याम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को इसके सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, वर्किंग सिद्धांत आदि के रूप में कोई परिवर्तन न किया जा सके।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्राम के "ई" मान के लिए 100 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्राम या उससे अधिक के "ई" मान के लिए 500 से 10000 तक की रेंज में सत्यापन मापमान अन्तराल (एन) सहित 50 किलोग्राम तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू.एम-21(50)/2006]

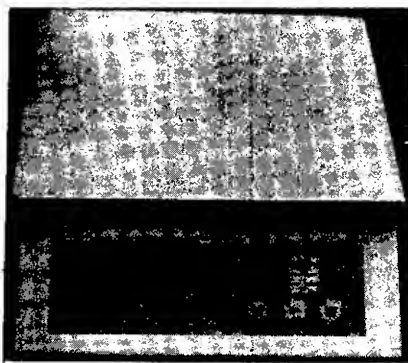
आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 28th July, 2006

S.O. 3250.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-Automatic weighing instrument (Table top type) with digital indication of medium accuracy (Accuracy class III) of series "MMT" and with brand name "MICRO" (hereinafter referred to as the said model), manufactured by M/s. Micro Multimedia, No. 4, Nishka Avenue, Opp. Narayan Complex, Swastik Char Rasta, Navarangapura, Ahmedabad-380009, Gujarat and which is assigned the approval mark IND/09/06/283;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 20 kg and minimum capacity of 40 g. The verification scale interval (e) is 2g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternate current power supply.



In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100 mg to 2g and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(50)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 31 जुलाई, 2006

का. सं. 3251.—केन्द्रीय सरकार का, विहित अधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (बीचे की तई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लंगघार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्राप्त शक्तियों का प्रयोग करते हुए, मैसर्स एसी इन्फार्मेशन चं. 107, न्यू अतिरा मॉर्किट, गुजर की घाटी, मानसरोवर, जयपुर, राजस्थान द्वारा विनिर्मित मजबूत यथार्थता वर्ग (यथार्थता वर्ग-III) वाले "ए सी ई एच-150" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (हैमिंग प्रकार) के मॉडल का जिसके ब्रांड का नाम "ए सी ई" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन नम्बर आई एन डी/09/2006/65 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।

उक्त मॉडल विकृत गेज प्रकार का भार सेल आधारित अस्वचालित (हैमिंग प्रकार) के तोलन उपकरण है। इसकी अधिकतम क्षमता 150 कि.ग्रा. है और न्यूनतम क्षमता 400 ग्राम है। सत्यापन मापमान अन्तराल (ई) 20 ग्राम है। इसमें एक आधेयुतलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयुतलन प्रभाव है। प्रकाश उत्सर्जक डिस्प्ले (एस ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती द्वारा विद्युत प्रभाव पर कार्य करता है।



स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्ध भी किया जाएगा और मॉडल को उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, कार्य निष्पादन, सिद्धान्त आदि की शर्तों पर परिचालित नहीं किया जाएगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्राप्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्राम या उससे अधिक के 'ई' मान के लिए 500 से 10,000 तक की रेंज में सत्यापन अन्तराल सहित 50 कि.ग्रा. से 500 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और 'ई' मान 1×10^{-3} , 2×10^{-3} या 5×10^{-3} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(201)/2005]

आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st July, 2006

S.O. 3251.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Hanging type) with digital indication of medium accuracy (Accuracy class-III) of series 'ACEH-150' and with brand name "ACE" (hereinafter referred to as the said model), manufactured by M/s. Ace Incorporation, No. 107, New Atish Market, Gujar Ki Thadi, Mansarovar, Jaipur, Rajasthan and which is assigned the approval mark IND/09/06/65:



The said model is a strain gauge type load cell based non-automatic weighing instrument (Hanging type) with a maximum capacity of 150kg. and minimum capacity of 400g. The verification scale interval (e) is 20g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg. and up to 500 kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(201)/2005]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 31 जुलाई, 2006

का. आ. 3252.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप धारा (7) और उप धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एसी इनकापॉरेशन नं. 107, न्यू अतिश मार्केट, गूजर की थाडी, मानसरोवर, जयपुर, राजस्थान द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग- III) वाले "ए सी ई पी-500 शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेट फार्म प्रकार) के मॉडल का जिसके ब्रांड का नाम "ए सी ई" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2006/64 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल विद्युत गेज प्रकार का भार सेल आधारित अस्वचालित (प्लेट फार्म प्रकार) के तोलन उपकरण है। इसकी अधिकतम क्षमता 500 कि.ग्रा. है और न्यूनम क्षमता 1 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) 50 ग्राम है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा। और मॉडल को उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, कार्य निष्पादन, सिद्धान्त आदि की शर्तों पर परिवर्तित नहीं किया जा जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्राम उससे अधिक के 'ई' मान के लिए 500 से 10,000 तक की रेंज में सत्यापन अन्तराल (एन) सहित 50 कि.ग्रा. से 1000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और 'ई' मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक का शून्य के समतुल्य है।

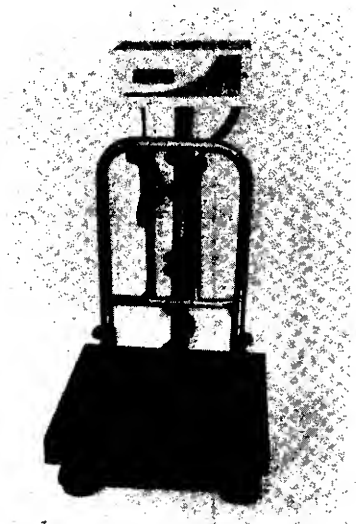
[फा. सं. डब्ल्यू एम-21(201)/2005]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st July, 2006

S.O. 3252.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-Automatic weighing instrument (Platform type) with digital indication of medium accuracy (Accuracy class-III) of series "ACEP-50" and with brand name "ACE" (hereinafter referred to as the said model), manufactured by M/s. Ace Incorporation, No. 107, New Atish Market, Gujar Ki Thadi, Mansarovar, Jaipur, Rajasthan and which is assigned the approval mark IND/09/06/64;



The said Model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 500 kg and minimum capacity of 1kg. The verification scale interval (e) is 50g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg and up to 1000 kg with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(201)/2005]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 31 जुलाई, 2006

का. आ. 3253.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एसी इनकाप्रोसेसिंग नं. 107, न्यू अतिश मर्किट, गुजर की थाडी, मानसरोवर, जयपुर, राजस्थान द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग III) वाले "ए सी ई-30" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का जिसके ब्रांड का नाम "ए सी ई" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन विह्न आई एन डी/09/2006/63 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल विकृत गेज प्रकार का भार सेल आधारित अस्वचालित (टेबल टॉप प्रकार) के तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्राम है। स्थापन मापमान अन्तराल (ई) 5 ग्राम है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तिनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टैम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा। और मॉडल को उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, कार्य निष्पादन, सिद्धान्त आदि की शर्तों पर परिवर्तित नहीं किया जा जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपासन के तोलन उपकरण भी होंगे जो 100 मि. ग्राम से 2 ग्रा. तक 'ई' मान के लिए 100 से 10,000 तक के रेंज में स्थापन अन्तराल (एन) और 5 ग्रा. या उससे अधिक के 'ई' मान के लिए 500 से 10,000 तक की रेंज में स्थापन अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और 'ई' मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य है।

[फा. सं. डब्ल्यू एम-21(201)/2005]

आर. माथुरबुधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st July, 2006

S.O. 3253.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-Automatic weighing instrument (Table top type) with digital indication of medium accuracy (Accuracy class-III) of series "ACE-30" and with brand name "ACE" (hereinafter referred to as the said model), manufactured by M/s. Ace Incorporation, No. 107, New Atish Market, Gujar Ki Thadi, Mansarovar, Jaipur, Rajasthan and which is assigned the approval mark IND/09/06/63;



The said Model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30kg and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg to 2g and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

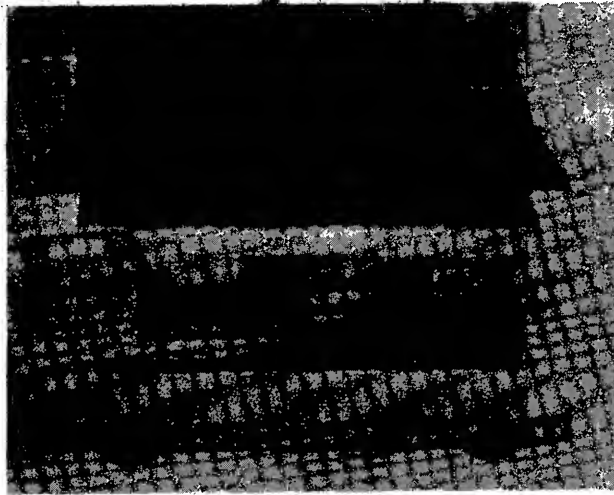
[F. No. WM-21(201)/2005]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 31 जुलाई, 2006

का. आ. 3254.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एसी इनकापरेशन नं. 107, न्यू अलिश मार्केट, गूजर की थाडी, मन्नसरोवर, जयपुर, राजस्थान द्वारा विनिर्मित उच्च यथार्थता वर्ग (यथार्थता वर्ग II) वाले "ए सी ई-टी-30" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का जिसके ब्रांड का नाम "ए सी ई" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/62 सम्बन्धित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल विकृत गेज प्रकार का भार सेल आधारित अस्वचालित (टेबल टॉप प्रकार) का तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्राम है। सत्यापन मापमान अन्तराल (ई) 2 ग्राम है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा। और मॉडल को उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, कार्य निष्पादन, सिद्धान्त आदि की शर्तों पर परिवर्तित नहीं किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्राम से 50 ग्र. तक 'ई' मान के लिए 100 से 50,000 तक के रेंज में सत्यापन अन्तराल (एन) और 100 मि. ग्र. या उससे अधिक के 'ई' मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन अन्तराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और 'ई' मान 1×10^{-6} , 2×10^{-6} या 5×10^{-6} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य है।

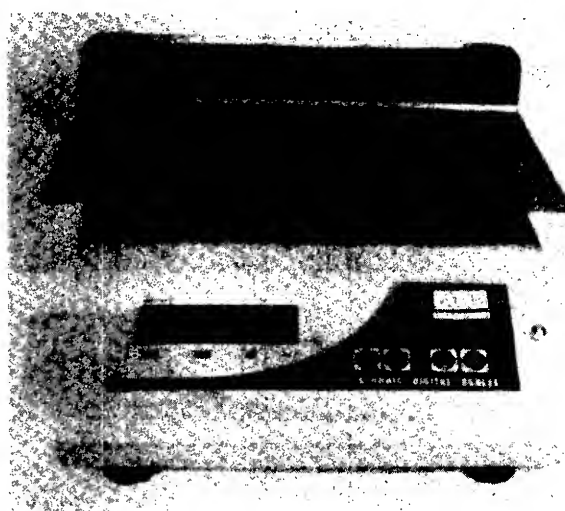
[फा. सं. डब्ल्यू एम-21(201)/2005]

आर. माथुरबुधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st July, 2006

S.O. 3254.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of high accuracy (Accuracy class-II) of series "ACET-30" and with brand name "ACE" (hereinafter referred to as the said model), manufactured by M/s. Ace Incorporation, No. 107, New Atish Market, Gujar Ki Thadi, Mansarovar, Jaipur, Rajasthan and which is assigned the approval mark IND/09/06/62:



The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30kg. and minimum capacity of 100g. The verification scale interval (e) is 2g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

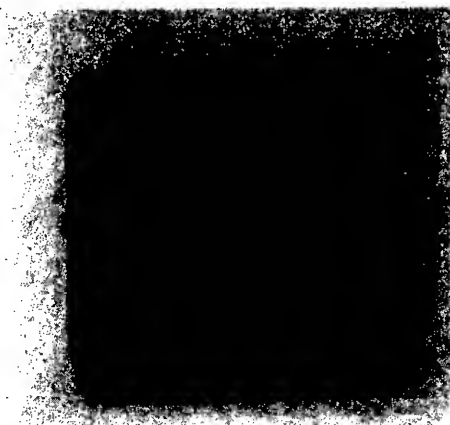
In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg. with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1mg. to 50mg. and with verification scale interval (n) in the range of 5,000 to 50,000 for 'e' value of 100mg. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(201)/2005]

R. MATHURBOOTHAM, Director of Legal Metrology

अतः, अब, केन्द्रीय सरकार, उक्त अधिवेशन पर जारी 58 की उपधारा (3) और उपधारा (7) तथा उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मेसर्स इलेक्ट्रोनिक्स, 24061, एलेबाना एस एलेसाई (बी जी) 74 वाया मोलानो इटली राज. इटली द्वारा निर्मित और भारत विपणित में मेसर्स द्वारा पत्र चालवानी, 301 ब्रह्म नगर आवासीय नगर ओर अन्तर्गत कानून 400101, द्वारा "वेगा/वेगा II/वेगा टी" मूखला के अलावे इतर प्रमुख प्रस के लिए पीट्स के अलावे प्रयोग के लिए रासायनिक कार्बन प्रमाणित सिमे तनुमोदत मिह आई एन डी/13/06/08 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।

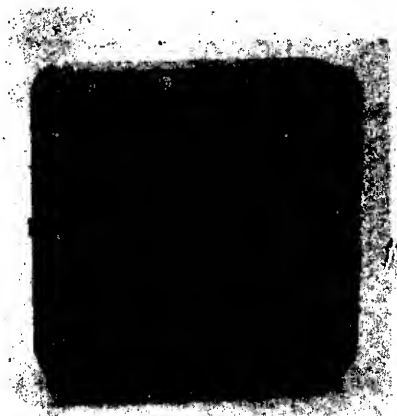


2415 GI/06-6

New Delhi, the 3rd August, 2006

S.O. 3255.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, along with the model approval certificate issued by the Ministry of Industry, Trade and crafts, Italy and Physikalisch Technische Bundesanstalt, Germany, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by the third proviso to sub-sections (3) and sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby approves, issues and publishes the certificate of approval of the Electronic Counter for use with the meter for liquid other than water model of series VEGA/VEGA II/VEGA T manufactured by M/s Isoil Impianti Spa, 24061 Albano S Alessaandro (BG) 74 via Madonna della Rose, Italy and marketed in India by M/s Hiro S Chandwani, 301, Shraddha Tower, Asha Nagar, Off All Yavar Jung Marg, Kandivali (East), Mumbai 400101 and which is assigned the approval mark IND/13/06/08;



The model is an electronic counter to be used with any flow sensor positive displacement flow meter or turbine or electro magnetic or mass (Coriolis) or vortex type flow meter with pulse generator or transmitter for flow measuring and computing functions. The counter is controlled by a microprocessor and result of measurement indicated by liquid crystal display (LCD). The measuring technology data should comply with those of a flow meter with a mechanical counter. The counter can be connected to all approved flow meters. Fluids that can be metered are corresponding to the approval for the flow meter or sensor in the pipeline. The VEGA electronic counter can incorporate the temperature compensator, if required. For volume meters with an electronic counter (with or without temperature compensation) calibration and adjustment must also be electronic either by a stable factor to calibrate an error curve or by upto ten flow dependent factors to linearization of the error curve. It is designed to measure different liquids, the computer in the electronic counter can decide whether the respective liquid or group of liquids belong or use the flow dependent factors for calibration or linearization of the error curve from the accumulated valves. The choice of the liquid (group) can be made either manually by push buttons or touch buttons screen or automatically by depending on valves or pumps. While using equipment as a measuring device in a tanker and/or in the case of manual choice, the volume meter must be equipped with the name of the liquid. The VEGA/VEGA II/VEGA T-electronic counters can be installed in either fixed or moving measuring system. It can be used for single or dual meter position control.

[F. No. WM-21(131)/2004]

R. MATHURBOOTHAM, Director of Legal Metrology

(भारतीय मानक ब्यूरो)

नई दिल्ली, 4 अगस्त, 2006

क्र.आ. 3256.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (कों) में संशोधन किया गया/किये गये हैं :-

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 2418 (भाग 1): 5, मार्च 1977 नलिकाकार प्रति-दीप्त बत्तियों के लिए सामान्य प्रकारा व्यवस्था : भाग 1 अवस्थाई और परीक्षण की विधि (प्रथम पुनरीक्षण)	2006	1 अगस्त 2006

इस भारतीय संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जंकर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : कोलकाता, चण्डीगढ़, चेन्नई, मुंबई तथा शाखा कार्यालयों : अहमदाबाद, बंगलूर, भोपाल, भुवनेश्वर, कोयंबटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. ई.डी.-23/डी-20]

सी. के. मुखर्जी, वैज्ञ. एफ एवं प्रमुख (विद्युत तकनीकी)

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 4th August, 2006

S.O. 3256.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standard, particulars of which are given in the Schedule hereto annexed has been issued :

SCHEDULE

Sl. No.	No. & Year of the Indian Standards	No. & year of the Amendment	Date from which the Amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 2418 (Part 1): 1977 Specification for Tubular Fluorescent Lamps for General Lighting Service: Part 1 Requirements and Tests (First Revision)	5 March, 2006	1 August, 2006

Copies of this Amendment are available with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. ET-23/T-20]

P.K. MUKHERJEE,
Sc. F & Head (Electrotechnical)

नई दिल्ली, 4 अगस्त, 2006

क्र.आ. 3257.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं।

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिरिक्त भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 2347 : 2006 चोलू प्रेरार कूकर विनिर्दिष्ट (पॉचवा पुनरीक्षण)	आई एस 2347: 1995 चोलू प्रेरार कूकर-विनिर्दिष्ट (पॉचवा पुनरीक्षण)	1 अगस्त, 2006
2.	आई एस 15660 : 2006 प्रत्यक्ष चोप परिवर्तनी चोप जोड़ रहित ऐल्युमिनियम मिश्र धातु के गैस सिलिंडर-विनिर्दिष्ट	-	21 जुलाई, 2006

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जंकर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुंबई तथा शाखा कार्यालयों : अहमदाबाद, बंगलूर, भोपाल, भुवनेश्वर, कोयंबटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. एम.ई.डी./जी-2:1]

सी. के. वेदा, वैज्ञ. एफ एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 4th August, 2006

S.O. 3257.—Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No. & Year of No. the Indian Standards Established	No & year of Indian Standards, if any, superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)
1. IS 2347:2006 Domestic pressure cookers—Specification (fifth revision)	IS 2347:1995 Domestic pressure cookers—Specification (fourth revision)	1 August, 2006
2. IS 15660:2006 Refillable trans-portable seamless aluminium alloy gas cylinders—Speci-fication	—	21 July, 2006

Copies of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. MED/G-2:1]

C. K. VEDA, Sc-F & Head (Mechanical Engineering)

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3258.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (कों) में संशोधन किया गया/किये गये हैं—

अनुसूची

क्रम.	संशोधित भारतीय मानक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 4049 (भाग 2), 1996 टैंक और प्रेशर वैसल के लिए फॉर्मड सिले-विशिष्ट भाग 2	संशोधन सं 1, जुलाई, 2006	31 जुलाई, 2006
	आंतरिक व्यास आधार (पेइला, पुनरीक्षण)		

(1)	(2)	(3)	(4)
2	आई एस 6595 (भाग 1): 2002 साफ और ठंडे पानी के लिए क्वैटिज अपकेन्ट्री पम्प-विशिष्ट भाग 1 कृषि और ग्रामीण जल-पूर्ति प्रयोजनों के लिए (तीसरा पुनरीक्षण)	संशोधन सं. 1, 1 अगस्त, 2006	2006

इस संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयंबटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. एम. ई.डी./जी-2:1]

सी. के. वेदा, वैज्ञा. एफ एवं प्रमुख (यांत्रिक इंजीनियरिंग)

New Delhi, the 4th August, 2006

S.O. 3258.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No. and Year of the No. Indian Standards	No and Year of the Amendment	Date from which the Amendment shall have effect
(1)	(2)	(3)
1. IS 4040 (Part 2): 1996 Formedends for tanks and pressure-vessels —Specification Part 2 Inside Diameter basis (first revision)	Amendment No. 1 July, 2006	31 July, 2006
2. IS 6595 (Part 1): 2002 Horizontal centrifugal pumps for clear cold water—Specification Part 1 Agricultural and rural water supply purposes	Amendment No. 1 June 2006	1 August, 2006

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. MED/G-2:1]

C. K. VEDA, Sc-F & Head (Mechanical Engineering)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

पृष्ठ संख्या १५ कि प्रतिलिपि, अमरावती, ०२००६, १५६/१५५

कां.आ. 3259.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकाहित में यह आवश्यक है कि आन्ध्र प्रदेश राज्य में आर्.ओ. यु. पाइप लाइन पी.एस.ए.ब्यू. से पासारलापुडी-8 ई.पी.एस. तक पेट्रोलियम के लिये पाइप लाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिये।

और यतः यह प्रतीत होता है कि ऐसी लाइनों के विद्युत के प्रयोजन के लिये एतद्पात्र अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

यतः, डा. के.एन.राय और खनिज मंत्रालय (भूमि में उपयोग के विभाग का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्ति के तहत प्रयोग करते हुए, केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा प्रकट किया है।

हमारा विचार है कि प्रकृतिकोशिकाएँ, जो प्राकृतिक प्रणाली के अन्तर्गत कार्य करती हैं, वे ही हैं जो प्राकृतिक प्रणाली के अन्तर्गत कार्य करती हैं।

और ऐसा आक्षेप करने वाला हर व्यक्ति यह भी करने करेगा कि क्या वह चाहता है कि इस व्यक्ति को व्यक्तिगत रूप से या किसी विधि प्रवक्ता की मार्फत से कोई भी कार्य करवाया जाय।

अनुसूची

आर. आ. य. पाइप लाईन पी. एस. ये. क्व. से पासास्लापडी-8

ई. पी. एस. शाखा, बंगलूर

तहसील : आन्ध्र प्रदेश	मंडल : अललावीरिया				
जिला : पूर्व गोदावरी	गांव : अललावीरिया				
आर.एस. नं.	हेक्टेयर्स	एकड़	सेन्टेयर्स	एकड़	सेन्टेयर्स
401/3ई	0	04	5	0	11 1/2
413/2	0	03	0	0	07 1/2
401/3बी	0	03	5	0	09
401/3सी	0	03	0	0	07
406/1ए	0	03	5	0	09 1/2
407/2बी	0	05	0	0	12
407/1बी2	0	06	5	0	16
407/1ई	0	02	0	0	05
407/1सी2	0	01	0	0	03
407/1ई	0	03	0	0	08
408/5बी2	0	07	0	0	17
408/5सी2	0	05	0	0	12
योग	0	47	5	1	17 1/2

राज्य : आन्ध्र प्रदेश मंडल : अललावाराम

जिला : पूर्व गुड्डावरि ग्राम : बोडा साकुरु

आर.एम. न.	इन्टेन्सिटी	एम्प्लिफिकेशन	एकड	सेन्टिमीटर
109/6बी	0	0	0	16 1/2
110/2	0	0	0	17
111/2	0	0	0	17
113/1ए	0	0	0	15 1/2
113/3बी	0	0	0	14 1/2
113/5बी	0	0	0	12 1/2
113/4बी	0	0	0	16 1/2
113/4सी	0	0	0	16
113/7बी	0	0	0	12
113/8बी	0	0	0	21
109/1बी	0	0	0	17
109/5बी	0	0	0	18 1/2
योग	0	0	1	37 1/2

[सं. 12016/36/2006-ओएनजी/डी-III]

आ. पी. बनवारी, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 7th August, 2006

S.O. 3259. Whereas it appears, to the Central Government that it is necessary in the public interest that for the transport of petroleum from "PSAQ to Pasarlapudi-8 EPS" in the A.P. State pipeline should be laid by the Oil and Natural Gas Corporation Ltd.

And Whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed here to :

Now, therefore, in exercise of the powers conferred by Sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in the Land Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may object within 21 days from the date of this notification, to laying the pipeline under the land to the Competent Authority, Oil and Natural Gas Corporation Ltd., Rajahmundry Asset K. G. Basin, Godavari Bhavan, Base Complex Rajahmundry, Andhra Pradesh.

And every person making such an objections shall also state specifically whether he wished to be heard in person or by legal Practitioner.

SCHEDULE
ROU PIPELINE FROM PSAQ TO
PASARLAPUDI—8 EPS

State	:	Andhra Pradesh	Mandal	:	Allavaram
District	:	East Godavari	Village	:	Allavaram
R.S. No.		Hectares	Ares	Centi Ares	Acres Cents
401/3E		0	04	5	0 11½
415/2		0	03	0	0 07½
401/3B		0	03	5	0 09
401/3C		0	03	0	0 07
406/1A2		0	03	5	0 09½
407/2B		0	05	0	0 12
407/1B2		0	06	5	0 16
407/1E3		0	02	0	0 05
407/1C2		0	01	0	0 03
407/1E2		0	03	0	0 08
408/5B2		0	07	0	0 17
408/5C2		0	05	0	0 12
Total :		0	47	5	1 17½

State	:	Andhra Pradesh	Mandal	:	Allavaram
District	:	East Godavari	Village	:	Bodasakurru
R.S. No.	Hectares	Ares	Centl Ares	Acres	Cents
109/6B	0	06	5	0	16½
110/2	0	03	5	0	09
111/2	0	07	0	0	17
113/1A2	0	02	0	0	05½
113/3B	0	05	5	0	14½
113/5B	0	05	0	0	12½
113/4B	0	02	5	0	06
113/4C	0	02	5	0	06
113/7B	0	05	0	0	12
113/8B	0	08	5	0	21
109/1B	0	03	0	0	07
109/5E	0	04	0	0	10½
Total	0	55	5	1	37½

[No. 12016/36/2006-ONG/D-III]

O.P. BANWARI, Under Secy.

नई दिल्ली, 7 अगस्त, 2006

का.आ. 3260.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि आन्ध्र प्रदेश राज्य में आर. ओ. यु. पाइप लाइन पी.एस.पी. 20 से पी.एस.पी.ई.पी.एस. तक पेट्रोलियम के लिये पाइप लाइन तेल तथा प्राकृतिक गैस आपाग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों के बिछाने के प्रयोजन के लिये एतद्वारा अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

यतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आराय एतद्वारा घोषित किया है।

बरात कि उक्त भूमि में हितवन्त कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी तेल तथा प्राकृतिक गैस आपाग, निर्माण और बेखाला प्रभाग राजान्ध्र, एल.ओ. जी.के.सि. ओ.एन.जी.सी. गोदावरी प्रान्त, राजान्ध्र, आन्ध्र प्रदेश अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति यह भी कथन करेगा कि क्या यह यह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से या किसी निधि व्यवसायी की मार्फत।

अनुसूची

आर. ओ. यु. पाइप लाइन पी. एस. पी. 20 से पी. एस. पी. ई. पी. एस.

राज्य : आन्ध्र प्रदेश	मंडल : अल्लुआबाद				
जिले : पूर्व गोदावरी	गांव : बोडासाकुरु				
आर.एस. नं.	हेक्टेयर	एर	सेन्टेयर	एकड़	सेन्ट
106/2B2	0	03	0	0	07½
106/3A2	0	01	5	0	04
106/9	0	01	0	0	02
106/10A	0	00	5	0	01
106/3A3	0	02	0	0	02½
106/4B	0	01	0	0	02
106/10B	0	00	5	0	01
106/11A	0	0	0	0	00½
106/4C	0	01	5	0	04½
106/11B	0	00	5	0	01½
106/5B	0	03	0	0	08½
106/6B	0	02	5	0	06
106/7B	0	00	5	0	01
106/12	0	00	5	0	01
106/7C	0	05	5	0	16½
Total :	0	24	5	0	59½

[No. 12016/37/2006-ओएनजीसी-III]

ओ. पी. बनवारी, अवर सचिव

New Delhi, the 7th August, 2006

S.O. 3260.—Whereas it appears, to the Central Government that it is necessary in the public interest that for the transport of petroleum from "PSP-20 to PSP EPS" in the A.P. State pipeline should be laid by the Oil and Natural Gas Corporation Ltd;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in the Land Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :-

Provided that any person interested in the said land may object within 21 days from the date of this notification, to laying the pipeline under the land to the Competent Authority Oil and Natural Gas Corporation Ltd., Rajahmundry Asset/K.G., Basin, Godavari Bhavan, Base Complex, Rajahmundry, Andhra Pradesh:

And every person making such an objections shall also state specially whether he wished to be heard in persons or by legal practitioner.

SCHEDULE**ROU PIPE LINE FROM PSP-20 TO PSP- EPS**

State	:	Andhra Pradesh	Mandal	:	Allavaram
District	:	East Godavari	Village	:	Badasakurru
R.S.No.		Hectares	Ares	Centi Ares	Aores Cents
106/2B2		0	03	0	0 07½
106/3A2		0	01	5	0 04
106/9		0	01	0	0 02
106/10A		0	00	5	0 01
106/3A3		0	02	0	0 02½
106/4B		0	01	0	0 02
106/10B		0	00	5	0 01
106/11A		0	0	0	0 00½
106/4C		0	01	5	0 04½
106/11B		0	00	5	0 01½
106/5B		0	03	0	0 08½
106/6B		0	02	5	0 06
106/7B		0	00	5	0 01
106/12		0	00	5	0 01
106/7C		0	05	5	0 16½
Total :		0	24	5	0 59½

[No. 12016/37/2006-ONG/D-III]
O.P. BANWARI, Under Secy.

नई दिल्ली, 7 अगस्त, 2006

का.आ. 3261.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि आन्ध्र प्रदेश राज्य में आर.ओ. यू. पाइपलाइन के. के. ए. एच. से के. के. एल-12 तक पेट्रोलियम के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए ;

और अतः यह प्रतीत होता है कि ऐसी लाइनों के बिछाने के प्रयोजन के लिये एतद्पावद अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है ;

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है :

बशर्त कि उक्त भूमि में हितवद्ध कोई व्यक्ति, उस भूमि के नीचे पाइपलाइन बिछाने के लिए अक्षेप सक्षम प्राधिकारी तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, राजामोन्दिर एस.टी.के. जी.बेसिन. ओ.एन.जी.सी. गोदावारी भवन, राजामोन्दिर, आन्ध्र प्रदेश अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा ;

और ऐसा आक्षेप करने वाला हर व्यक्ति यह भी कथन करेगा कि क्या यह वह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से या किसी विधि व्यवसायी की मार्फत ।

अनुसूची

आर. ओ. यू. पाइप लाइन के. के. ए. एच. से के. के. एल-12

राज्य : आन्ध्र प्रदेश	मंडल : कैकुलुरु				
जिला : कृष्णा	गाँव : राछापाटनाम				
आर.एस. नं.	हेक्टेयर्स	एर्स	सेन्टेयर्स	एकड़	सेन्ट्स
1	2	3	4	5	6
210/1.बी	0	01	0	0	02
210/2बी	0	09	5	0	23
211/1बी	0	08	0	0	20
213/1बी	0	05	0	0	12
212/2	0	02	0	0	05
214/1बी	0	05	0	0	12
214/1बी	0	03	0	0	08
214/1बी	0	03	5	0	09
217/2बी/2डी	0	10	0	0	25
216/1बी	0	10	5	0	26
230/बी	0	08	5	0	21
232/2	0	26	0	0	64
233/2ए	0	10	0	0	25
258/2	0	22	0	0	54
259/2	0	17	0	0	42

1	2	3	4	5	6
274/1बी	0	02	5	0	06
274/2बी	0	03	0	0	08
269/1ए	0	03	0	0	08
274/2सी	0	02	0	0	05
268/1बी	0	05	5	0	13
268/3ए/1	0	01	0	0	02
268/2ए/1बी	0	02	5	0	06
266/ए	0	04	5	0	11
268/3ए/2	0	06	5	0	16
268/3ए/3	0	02	0	0	05
266/ए	0	07	0	0	17
266/ए	0	01	0	0	03
266/2बी	0	01	0	0	03
266/ए/बी	0	05	5	0	14
289/1इ	0	03	0	0	07
389/11-2	0	01	0	0	03
289/1जी2	0	02	5	0	06
289/1एच2	0	03	5	0	09
289/1जे2	0	06	5	0	16
289/1एल2	0	06	0	0	15
289/2बी	0	01	0	0	02
290/2ए	0	00	5	0	01
296/1बी2/2	0	06	5	0	16
289/3इ2	0	00	5	0	01
जोड़ :	2	19	0	5	41

राज्य :	आन्ध्र प्रदेश	मंडल :	कैकुलुरु		
जिला :	कृष्णा	गांव :	गोपावाराम		
आर.एस. नं.	हेक्टेएस	एस	सेन्टेएस	एकड़	सेन्ट्स
245/9बी	0	03	5	0	09
245/9सी	0	03	0	0	08
251/1बी2	0	03	0	0	07
251/1बी3	0	01	5	0	04
253/1ए	0	06	0	0	15
253/1बी2	0	02	5	0	06
253/6बी	0	01	5	0	04
253/8सी	0	02	0	0	05
253/8बी	0	02	5	0	06
254/2बी	0	05	5	0	14
जोड़ :	0	31	5	0	78

राज्य : आन्ध्र प्रदेश	मंडल : कैकुलुरु				
जिला : कृष्णा	गांव : तामाराकोल्लु				
आर.एस. नं.	हेक्टेअर्स	एर्स	सेन्टेअर्स	एकड़	सेन्ट्स
86/1	0	10	5	0	26
88/2	0	01	0	0	02
जोड़	0	11	5	0	28

[सं. 12016/38/2006-ओएनजीडी-III]

ओ. पी. बनवारी, अवर सचिव

New Delhi, the 7th August, 2006

S.O. 3261.—Whereas it appears, to the Central Government that is necessary in the public interest that for the transport of petroleum from “KKAH to KKL-12” in the A.P. State pipeline should be laid by the Oil and Natural Gas Corporation Ltd;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now therefore, in exercise of the powers conferred by Sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in the Land Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may object within 21 days from the date of this notification, to laying the pipeline under the land to the Competent Authority Oil and Natural Gas Corporation Ltd., Rajahmundry Asset/K.G. Basin, Godavari Bhavan, Base Complex, Rajahmundry, Andhra Pradesh;

And every person making such an objections shall also state specially whether he wished to be heard in person or by legal Practitioner.

SCHEDULE

ROU PIPE LINE KKAH to KKL-12

State	:	Andhra Pradesh	Mandal	:	Kaikaluru
District	:	Krishna	Village	:	Gopavaram
R.S. No.	Hectares	Ares	Centi Ares	Acres	Cents
1	2	3	4	5	6
245/9B	0	03	5	0	09
245/9C	0	03	0	0	08

1	2	3	4	5	6
251/1B2	0	03	0	0	07
251/1B3	0	01	5	0	04
253/1A2	0	06	0	0	15
253/1B2	0	02	5	0	06
253/6B	0	01	5	0	04
253/8C	0	02	0	0	05
253/8B	0	02	5	0	06
253/2B	0	05	5	0	14
Total :	0	31	5	0	78

State : Andhra Pradesh Mandal : Kakati

District : Krishna Village : Rachapeta

R.S. No.	Hectares	Ares	Centi Ares	Acres	Cents
1	2	3	4	5	6
210/1B	0	01	0	0	02
210/2B	0	09	5	0	23
211/1B	0	08	0	0	20
213/1B	0	05	0	0	12
212/2	0	02	0	0	05
214/1B	0	05	0	0	12
214/1B	0	08	0	0	08
214/1B	0	08	5	0	09
217/2B/2D	0	10	0	0	25
216/1B	0	10	5	0	26
230/1	0	08	5	0	21
232/2	0	26	0	0	64
233/2A	0	10	0	0	25
258/2	0	22	0	0	54
259/2	0	17	0	0	42

1	2	3	4	5	6
274/1B	0	02	5	0	06
274/2B	0	03	0	0	08
269/1A1	0	03	0	0	08
274/2C	0	02	0	0	05
268/1B	0	05	5	0	13
268/3A/1	0	01	0	0	02
268/2A/1B	0	02	5	0	06
266/A-1	0	04	5	0	11
268/3A/2	0	06	5	0	16
268/3A/3	0	02	0	0	05
266/A1	0	07	0	0	17
266/A1	0	01	0	0	03
266/2B	0	01	0	0	03
266/A3/B	0	05	5	0	14
289/1E2	0	03	0	0	07
289/1F2	0	01	0	0	03
289/1G2	0	02	5	0	06
289/1H2	0	03	5	0	09
289/1J2	0	06	5	0	16
289/1L2	0	06	0	0	15
289/2B	0	01	0	0	02
290/2A	0	01	5	0	01
296/1B/2	0	06	5	0	16
289/3E2	0	00	5	0	01
Total :	2	19	0	5	41

State : Andhra Pradesh Mandal : Kakati

District : Krishna Village : Tamarakolu

R.S. No.	Hectares	Ares	Centi Ares	Acres	Cents
86/1	0	10	5	0	26
88/2	0	01	0	0	02
Total :	0	11	5	0	28

[No. 12016/38/2006-ONG/D-III]

O.P. BANWARI, Under Secy.

नई दिल्ली, 7 अगस्त, 2006

का.आ. 3262.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि आन्ध्र प्रदेश राज्य में आर.ओ.यू. पाइपलाइन के. डब्ल्यू.ए.एम. से ओडालारेवु तक पेट्रोलियम के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और अतः यह प्रतीत होता है कि ऐसी लाइनों के बिछाने के प्रयोजन के लिये एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः, अब, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है :

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइपलाइन बिछाने के लिए आक्षेप-सक्षम प्राधिकारी तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग राजामन्दि एसट/के. जी. बेसिन ओ.एन.जी.सी. गोदावरी भवन, राजामन्दि, आंध्र प्रदेश अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

आर. ओ. यू. पाइपलाइन के. डब्ल्यू.ए.एम. से ओडालारेवु

राज्य :	आन्ध्र प्रदेश	मंडल :	अललावाराम		
जिला :	पूर्व गोदावरी	गांव :	ओडालारेवु		
आर. एस. नं.	हेक्टेयर्स	एर्स	सेन्टेयर्स	एकड़	सेन्ट्स
1	2	3	4	5	6
907/1एपी1	0	03	5	0	09
907/1एपी2	0	03	5	0	09
907/1एपी3	0	03	5	0	09
907/8पी	0	05	0	0	12
922/1पी	0	02	5	0	06
923/1ए	0	02	5	0	06
923/1बी	0	11	5	0	28
923/1सी	0	04	5	0	11
923/1डी	0	04	5	0	11
923/1ई	0	04	5	0	11
930/1	0	03	5	0	09
930/2	0	03	5	0	09

1	2	3	4	5	6
931/1ए	0	06	5	0	16
931/1बी	0	04	5	0	11
931/2बी	0	01	0	0	03
932/1पी	0	00	5	0	01
932/1पी	0	00	5	0	01
931/2ए	0	01	0	0	03
932/1पी	0	00	5	0	01
932/2	0	01	0	0	02
932/3	0	01	5	0	04
933/1पी	0	07	5	0	18
933/6पी	0	08	5	0	21
933/3पी	0	20	5	0	51
934/1सीपी	0	02	0	0	05
934/1एफपी	0	02	0	0	05
934/1बीपी	0	02	0	0	05
934/1जीपी	0	02	0	0	05
934/1जेपी	0	02	0	0	05
934/1केपी	0	02	0	0	05
934/1एनपी	0	02	0	0	05
934/1ओपी	0	02	0	0	05
934/1जीपी	0	02	0	0	05
934/1एसपी	0	02	0	0	05
934/1वीपी	0	02	0	0	05
934/1डब्ल्यूपी	0	02	0	0	05
934/1जैडपी	0	02	0	0	05
934/1एपी	0	02	0	0	05
जोड़	1	34	5	3	32

[सं. 12016/40/2006-ओएनजी/डी-III]

ओ. पी. बनवारी, अवर सचिव

New Delhi, the 7th August, 2006

S.O. 3262.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from “KWAM to Odalarevu” in the A.P. State pipeline should be laid by the Oil & Natural Gas Corporation Ltd.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto.

Now therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Provided that any person interested in the said land may object within 21 days from the date of this notification, to laying the pipeline under the land to the Competent Authority Oil & Natural Gas Corporation Ltd., Rajahmundry Asset/ K.G., Basin, Godavari Bhavan, Base Complex, Rajahmundry, Andhra Pradesh.

And every person making such any objections shall also state specifically whether he wished to be heard in persons or by legal Practitioner.

SCHEDULE

ROU PIPELINE FROM KWAM TO ODALAREVU GCS

State :	Andhra Pradesh	Mandal :	Allavaram		
District :	East Godavari	Village :	Odalarevu		
R.S. No.	Hectares	Ares	Centi Ares	Acres	Cents
1	2	3	4	5	6
907/1Ap1	0	03	5	0	09
907/1Ap2	0	03	5	0	09
97/1Ap3	0	03	5	0	09
907/8P	0	05	0	0	12
922/1P	0	02	5	0	06
923/1A	0	02	5	0	06
923/1B	0	11	5	0	28
923/1C	0	04	5	0	11
923/1D	0	04	5	0	11
923/1E	0	04	5	0	11
930/1	0	03	5	0	09
930/2	0	03	5	0	09
931/1A	0	06	5	0	16
931/1B	0	04	5	0	11
931/2B	0	01	0	0	03
932/1P	0	00	5	0	01
932/1p	0	00	5	0	01
931/2A	0	01	0	0	03
932/1p	0	00	5	0	01
932/2	0	01	0	0	02
932/3	0	01	5	0	04
933/1p	0	07	5	0	18
933/6p	0	08	5	0	21

1	2	3	4	5	6
933/3p	0	20	5	0	51
934/1Bp	0	02	0	0	05
934/1Cp	0	02	0	0	05
934/1Fp	0	02	0	0	05
934/1Gp	0	02	0	0	05
934/1Jp	0	02	0	0	05
934/1Kp	0	02	0	0	05
934/1Np	0	02	0	0	05
934/1Op	0	02	0	0	05
934/1Gp	0	02	0	0	05
934/1Sp	0	02	0	0	05
934/1Vp	0	02	0	0	05
934/1Wp	0	02	0	0	05
934/1Zp	0	02	0	0	05
934/1AP	0	02	0	0	05
TOTAL	1	34	5	3	32

[No. 12016/40/2006-ONG/D-III]

O.P. BANWARI, Under Secy.

नई दिल्ली, 7 अगस्त, 2006

का.आ. 3263.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि आंध्र प्रदेश राज्य में आर.ओ.यू. पाइप लाइन टी.पी.डी.डी. से ताटीपाका-13 तक पेट्रोलियम के लिये पाइप लाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और अतः यह प्रतीत होता है कि ऐसी लाइनों के बिछाने के प्रयोजन के लिये एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः, अब, पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी तेल तथा प्राकृतिक गैस आयोग निर्माण और देखभाल प्रभाग राजामन्दि एसट/के. जी. बेसिन ओ.एन.जी.सी. गोदावरी भवन, राजामन्दि, आंध्र प्रदेश अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति यह भी कथन करेगा कि क्या यह वह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से या किसी विधि व्यवसायी की मार्फत।

अनुसूची

आर. ओ. यू. पाइप लाइन : टी.पी.डी.डी. से
ताटीपाका-13.—

राज्य :	आन्ध्र प्रदेश	मंडल :	मामीडीकुदुरु		
जिला :	पूर्व गोदावारी	गांव :	गोदाडा		
आर. एस. नं	हेक्टेयर्स	एस	सेन्टीएस	एकड़	सेन्ट्स
1	2	3	4	5	6
20-2बी2	0	02	0	0	05
19-6सी	0	01	5	0	04 ½
जोड़	0	03	5	0	09 ½

[सं. 12016/41/2006-ओएनजी/डी-III]

ओ. पी. बनवारी, अवर सचिव

New Delhi, the 7th August, 2006

S.O. 3263.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from "TPDD to Tatipaka-13 Inter Connection" in the A.P. State pipeline should be laid by the Oil & Natural Gas Corporation Ltd.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto.

Now therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in the Land) Act, 1962 (50 to 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Provided that any person interested in the said land may object within 21 days from the date of this notification, to laying the pipeline under the land to the Competent Authority Oil & Natural Gas Corporation Ltd., Rajahmundry Asset/ K.G., Basin, Godavari Bhavan, Base Complex, Rajahmundry, Andhra Pradesh.

And every person making such an objections shall also state specifically whether he wished to be hear in persons or by legal Practitioner.

SCHEDULE

ROU PIPE LINE FROM TPDD TO TATIPAKA-13
INTER CONNECTION

State :	Andhra Pradesh		Mandal :	Mamidikuduru	
District :	East Godavari		Village :	Geddada	
R.S.No.	Hectares	Ares	Centi Ares	Acres	Cents
20-2B2	0	02	0	0	05
19-6C	0	01	5	0	04 ½
TOTAL	0	03	5	0	09 ½

[No. 12016/41/2006-ONG/D-III]

O.P. BANWARI, Under Secy.

नई दिल्ली, 7 अगस्त, 2006

का.आ. 3264.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि आन्ध्र प्रदेश राज्य में आर.ओ.यू. पाइप लाइन काडालि-1 से ताटीपाका-14 और ताटीपाका 8 तक पेट्रोलियम के लिये पाइप लाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और अतः यह प्रतीत होता है कि ऐसी लाइनों के बिछाने के प्रयोजन के लिये एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः, अब, पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है :

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी तेल तथा प्राकृतिक गैस आयोग निर्माण और देखभाल प्रभाग राजामन्दि एस्सट/के. जी. बेसिन ओ.एन.जी.सी. गोदावरी भवन, राजामन्दि, आंध्र प्रदेश अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से या किसी विधि व्यवसायी की मार्फत।

अनुसूची

आर. ओ. यू. पाइप लाइन : काडालि-1 से ताटीपाका-14
और ताटीपाका-8

राज्य :	आन्ध्र प्रदेश	मंडल :	राजोल		
जिला :	पूर्व गोदावारी	गांव :	काडालि		
आर. एस. नं	हेक्टेयर्स	एर्स	सेन्टीएर्स	एकड़	सेन्ट्स
1	2	3	4	5	6
357/3	0	01	5	0	04
482/1बी	0	01	5	0	03½
482/1सी	0	01	0	0	03
482/1डी	0	01	5	0	03½
483/1बी	0	07	0	0	17
484/2	0	02	0	0	04½
484/3	0	01	0	0	01½
501/1बी	0	05	5	0	13½
501/1सी	0	03	5	0	09

1	2	3	4	5	6
501/2बी	0	03	0	0	07
501/2सी	0	05	5	0	14
502/4बी	0	01	5	0	04
502/4सी	0	04	5	0	11
503/2बी	0	05	0	0	12
503/3बी	0	03	0	0	08
506/2	0	01	5	0	04
509/1बी	0	09	0	0	22
509/4बी	0	09	0	0	22
जोड़	0	66	0	1	63½

1	2	3	4	5	6
340/2	0	01	0	0	02½
340/3	0	01	0	0	02½
510/1बी	0	06	5	0	16
जोड़	0	08	5	0	21

[सं. 12016/42/2006-ओएनजी/डी-III]

ओ.पी. बनवारी, अवर सचिव

New Delhi, the 7th August, 2006

S.O. 3264.—Whereas it appears to the Central Government that is necessary in the public interest that for the transport of petroleum from “KADALI-1 to TATIPAKA-14 AND TATIPAKA-14 TO TATIPAKA-8” in the A.P. State pipeline should be laid by the Oil & Natural Gas Corporation Ltd.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto.

Now therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Provided that any person interested in the said land may object within 21 days from the date of this notification, to laying the pipeline under the land to the Competent Authority Oil & Natural Gas Corporation Ltd., Rajahmundry Asset/ K.G., Basin, Godavari Bhavan, Base Complex, Rajahmundry, Andhra Pradesh.

And every person making such an objections

shall also state specifically whether he wished to be hear in persons or by legal Practitioner.

SCHEDULE**ROU PIPE LINE FROM KADALI-1 TO TATIPAKA-14 AND TATIPAKA-8**

State :	Andhra Pradesh	Mandal :	Razole		
District :	East Godavari	Village :	Kadali		
R.S.No.	Hectares	Ares	Centi Ares	Acres	Cents
1	2	3	4	5	6
357/3	0	01	5	0	04
482/1B	0	01	5	0	03½
482/1C	0	01	0	0	03
482/1D	0	01	5	0	03 ½
483/1B	0	07	0	0	17
484/2	0	02	0	0	04 ½
484/3	0	01	0	0	01 ½
501/1B	0	05	5	0	13 ½
501/1C	0	03	5	0	09
501/2B	0	03	0	0	07
501/2C	0	05	5	0	14
502/4B	0	01	5	0	04
502/4C	0	04	5	0	11
503/2B	0	05	0	0	12
503/3B	0	03	0	0	08
506/2	0	01	5	0	04
509/1B	0	09	0	0	22
509/4B	0	09	0	0	22
TOTAL	0	66	0	1	63½

340/2	0	01	0	0	02½
340/3	0	01	0	0	02½
510/1B	0	06	5	0	16
TOTAL	0	08	5	0	21

[No. 12016/42/2006-ONG/D-III]

O.P. BANWARI, Under Secy.

नई दिल्ली, 7 अगस्त, 2006

का.आ. 3265.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि आन्ध्र प्रदेश राज्य में आर.ओ.यू. पाइप लाइन पी.एस.पी. 15-23 से जी.सी.एस नागाराम तक पेट्रोलियम के लिये पाइप लाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और अतः यह प्रतीत होता है कि ऐसी लाइनों के बिछाने के प्रयोजन के लिये एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः, अब, पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी तेल तथा प्राकृतिक गैस आयोग निर्माण और देखभाल प्रभाग राजामुन्द्रि एसट/के. जी. बेसिन ओ.एन.जी.सी. गोदावरी भवन, राजामुन्द्रि, आंध्र प्रदेश अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति यह भी कथन करेगा कि क्या यह वह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से या किसी विधि व्यवसायी की मार्फत।

अनुसूची

आर. ओ. यू. पाइप लाइन : पी.एस.पी. 15-23 से जि.सि. एस. नागाराम

राज्य :	आन्ध्र प्रदेश	मंडल :	मामिडिकुदुरु		
जिला :	पूर्व गोदावरी	गांव :	नागाराम		
आर. एस. नं	हेक्टेअर्स	एर्स	सेन्टीअर्स	एकड़	सेन्ट्स
1	2	3	4	5	6
169/1ए2	0	08	5	0	21
146/4बी	0	01	5	0	04
145/5बी	0	13	0	0	32
145/1बी	0	00	5	0	01
144/2	0	01	5	0	04
243/1ए2					
(एनकोचमेंट)	0	02	0	0	05
243/2बी2	0	06	0	0	15
242/2ए2	0	01	0	0	03
242/2बी1	0	06	5	0	16
181/1बी	0	01	5	0	04

1	2	3	4	5	6
181/1सी	0	01	5	0	04
181/1डी	0	04	5	0	11
181/1इ	0	07	0	0	17
181/2बी	0	04	5	0	11
240/2	0	05	5	0	13
239/2	0	01	0	0	03
228/2	0	11	5	0	28
227/1बी	0	05	0	0	12
227/2बी	0	05	5	0	13
229/2बी	0	05	5	0	14
229/3बी	0	06	0	0	15
229/3सी	0	01	5	0	04
229/4बी	0	02	5	0	065
213/1बी	0	04	5	0	11
230/2बी	0	01	5	0	04
230/2सी	0	03	0	0	07
230/6बी	0	03	5	0	09
230/7बी	0	04	0	0	10
224/1ए/2/1	0	02	5	0	06
222/2	0	01	0	0	03
जोड़	1	26	0	3	13

राज्य :	आन्ध्र प्रदेश	मंडल :	मामिडिकुदुरु		
जिला :	पूर्व गोदावारी	गांव :	मामिडिकुदुरु		
आर. एस. नं	हेक्टेएसर्स	एसर्स	सेन्टीएसर्स	एकड़	सेन्ट्स
1	2	3	4	5	6
7/के2	0	05	0	0	12
7/जी2	0	00	5	0	0½
7/एच2	0	01	0	0	02
7/एल1	0	02	0	0	05
7/आई2	0	01	0	0	03

1	2	3	4	5	6	1	2	3	4	5	6
7/जै2	0	02	0	0	05	56/6बी2	0	01	5	0	04
7/क्यू2	0	04	0	0	10	55/2	0	06	5	0	16
7-आर2	0	05	5	0	13	48/2	0	05	5	0	13
13/1बी	0	07	5	0	19	49/2बी2	0	04	5	0	11
13/2बी	0	07	5	0	18	49/2ए1/2	0	02	0	0	05
13/3बी	0	09	0	0	22	49/2ए2/2	0	07	5	0	19
11/1ए	0	03	5	0	09	50/4ए2	0	03	0	0	08
14/3डी2	0	01	0	0	02	49/2बी3	0	00	5	0	01
16/4डी2	0	03	0	0	08	50/9ए2/2	0	08	5	0	21
16/4ई2	0	02	0	0	05	51/3	0	01	0	0	03
54/6ए2	0	04	5	0	11	51/2	0	00	5	0	01
54/6बी2	0	01	0	0	02	51/4					
16/5बी	0	02	0	0	05	(एनक्रोचमेंट)	0	00	5	0	01
16/5सी	0	02	5	0	06	जोड़ :	1	69	5	4	18½
19/1बी	0	02	5	0	06						
19/2बी	0	04	0	0	10	राज्य :	आन्ध्र प्रदेश	मंडल :	मामिडिकुदुरु		
19/1सी	0	03	5	0	09	जिला :	पूर्व गोदावारी	गांव :	पासरलापुडी		
37/2	0	15	5	0	38	आर. एस. नं	हेक्टेएस	एस	सेन्टीएस	एकड़	सेन्टस
19/2सी	0	04	0	0	10	18/1बी	0	06	0	0	15
19/3बी	0	01	0	0	03	18/2ए2	0	05	5	0	13
20/2	0	01	0	0	02½	16-9बी	0	05	5	0	13
20/2						17/3बी	0	05	5	0	13
(encroachment)	0	01	0	0	01½	17/4बी	0	05	5	0	14
33/2	0	04	5	0	11	17/5बी	0	02	0	0	05
32/3बी	0	12	0	0	30	14/8ए2	0	03	0	0	07
38/4बी	0	01	5	0	04	14/8बी2	0	02	0	0	05
58/1ए2	0	03	5	0	09	14/8सी2	0	03	0	0	08
58/1डी2	0	01	0	0	03	13/3बी	0	04	0	0	10
58/1सी1	0	02	0	0	05	13/4बी	0	04	0	0	10
57/1बी	0	02	0	0	05	12/2	0	04	5	0	11
57/1सी	0	00	5	0	01	13/9ए2	0	08	0	0	20
57/1डी	0	03	5	0	09	12/3	0	03	0	0	07
56/6ए3	0	00	5	0	01						

1	2	3	4	5	6	1	2	3	4	5	6
124/1ए	0	04	5	0	11	184/3बी	0	02	5	0	06
193/2ए	0	01	0	0	02	226/1बी2	0	03	0	0	08
195/7बी	0	01	0	0	03	226/2ए1	0	01	0	0	02½
194/3बी2	0	03	0	0	08	226/1सी2	0	00	5	0	01
195/8बी	0	03	5	0	09	226/2बी2	0	04	0	0	10
194/3सी1	0	01	0	0	02	226/3बी	0	05	5	0	14
194/2बी3	0	01	0	0	03	170/2ए	0	09	5	0	24
194/2बी2	0	04	0	0	10	227/2	0	01	5	0	04
194/1पी2	0	04	0	0	10	169/1बी	0	07	0	0	17
194/4ए	0	00	5	0	01	173/3बीपी	0	01	5	0	04½
172/4ए	0	14	0	0	35	173/3बीपी	0	01	5	0	04½
197/2बी	0	03	5	0	09	173/3सी	0	00	5	0	01
197/3सी2	0	05	5	0	14	173/4बी	0	04	0	0	10
198/2बी	0	07	5	0	19	172/5ए	0	03	0	0	08
198/3बी	0	01	0	0	02	163/1बी	0	02	0	0	05
193/1बी	0	07	0	0	17	163/2बी	0	02	0	0	05
191/2एपी	0	05	0	0	12½	164/4बी	0	00	5	0	01
191/2बीपी	0	05	5	0	13	164/6बी	0	03	0	0	08
191/2बीपी	0	05	0	0	12½	149/2	0	01	5	0	03½
190/2पोरमबोके एंक्रोचमेंट	0	01	0	0	01½	149/3 पोरमबोके एंक्रोचमेंट	0	01	0	0	01½
190/3	0	01	0	0	02½	235/2बी	0	03	5	0	09
186/2	0	01	0	0	03	235/3बी	0	03	0	0	08
185/1बी2 पोरमबोके एंक्रोचमेंट	0	02	0	0	05	236/2	0	01	5	0	04
185/2एपी	0	03	0	0	07	237/2	0	04	5	0	11
185/2एपी	0	02	5	0	06	237/4	0	02	5	0	06½
185/2एपी	0	02	5	0	06	237/3	0	02	0	0	05
185/2ए3	0	01	5	0	04	237/6	0	03	5	0	09
183/1ए	0	01	0	0	02½	238/4बी	0	03	5	0	09
183/1बी2	0	03	0	0	07	237/5	0	03	0	0	07
183/3बी	0	02	5	0	06	13/4सी	0	01	5	0	04
						जोड़ :	2	43	5	6	05½

[सं. 12016/43/2006-ओएनजी/III]

ओ.पी. बनवारी, अवर सचिव

New Delhi, the 7th August, 2006

S.O. 3265.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from "PSP-15 & 23 to GCS NAGARAM" in the A. R. state pipeline should be laid by the Oil & Natural Gas Corporation Ltd.

And Whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the Land described in the schedule annexed here to :—

Now Therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in the Land Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :

Provided that any person interested in the said land may object within 21 days from the date of this notification, to laying the pipe line under the land to the Competent Authority Oil & Natural Gas Corporation Ltd, Rajahmundry Asset/K.G., Basin, Godavari Bhavan, base complex, Rajahmundry, Andhra Pradesh.

And ever person making such an objections shall also state specially whether the wished to be hear in persons or by legal Practitioner.

SCHEDULE**ROU PIPE LINE FROM PSP-15 & 23 TO GCS NAGARAM**

State : Andhra Pradesh		Mandal : Mamidikuduru			
District : East Godavari		Village : Nagaram			
R.S. No.	Hectares	Ares	Centi Ares	Acres	Cents
1	2	3	4	5	6
169/1A2	0	08	5	0	21
146/4B	0	01	5	0	04
145/5B	0	13	0	0	32
145/1B	0	00	5	0	01
144/2	0	01	5	0	04
243/12					
(encroachment)	0	02	0	0	05
243/2B2	0	06	0	0	15
242/2A2	0	01	0	0	03
242/2B1	0	06	5	0	16
181/1B	0	01	5	0	04
181/1C	0	01	5	0	04

1	2	3	4	5	6
181/1D	0	04	5	0	11
181/1E	0	07	0	0	17
181/2B	0	04	5	0	11
240/2	0	05	5	0	13
239/2	0	01	0	0	03
228/2	0	11	5	0	28
227/1B	0	05	0	0	12
227/2B	0	05	5	0	13
229/2B	0	05	5	0	14
229/3B	0	06	0	0	15
229/3C	0	01	5	0	04
229/4B	0	02	5	0	065
229/4B	0	02	5	0	065
213/1B	0	04	5	0	11
230/2B	0	01	5	0	04
230/2C	0	03	0	0	07
230/6B	0	03	5	0	09
230/7B	0	04	0	0	10
224/1A/2/1	0	02	5	0	06
222/2	0	01	0	0	03
Total	1	26	0	3	13

State : Andhra Pradesh		Mandal : Mamidikuduru			
District : East Godavari		Village : Mamidikuduru			
R.S. No.	Hectares	Ares	Centi Ares	Acres	Cents
1	2	3	4	5	6
7/K2	0	05	0	0	12
7/G2	0	00	5	0	0½
7/H2	0	01	0	0	02
7/L1	0	02	0	0	05
7/I2	0	01	0	0	03
7/I2	0	02	0	0	05
7/Q2	0	04	0	0	10
7-R2	0	05	5	0	13

1	2	3	4	5	6	1	2	3	4	5	6
13/1B	0	07	5	0	19	50/4A2	0	03	0	0	08
13/2B	0	07	5	0	18	49/2B3	0	00	5	0	01
13/3B	0	09	0	0	22	50/9A2/2	0	08	5	0	21
11/1A	0	03	5	0	09	51/3	0	01	0	0	03
14/3D2	0	01	0	0	02	51/2	0	00	5	0	01
16/4D2	0	03	0	0	08	51/4					
16/4E2	0	02	0	0	05	(encroachment)	0	00	5	0	01
54/6A2	0	04	5	0	11	Total:	1	69	5	4	18½
54/6B2	0	01	0	0	02						
16/5B	0	02	0	0	05	State :	Andhra Pradesh	Mandal :	Mamidikuduru		
16/5C	0	02	5	0	06	District :	East Godavari	Village:	Pasarlappudi		
19/1B	0	02	5	0	06	R.S. No.	Hectares	Ares	Centi Ares	Acres	Cents
19/2B	0	04	0	0	10	1	2	3	4	5	6
19/1C	0	03	5	0	09	18/1B	0	06	0	0	15
37/2	0	15	5	0	38	18/2A2	0	05	5	0	13
19/2C	0	04	0	0	10	16-9B	0	05	5	0	13
19/3B	0	01	0	0	03	17/3B	0	05	5	0	13
20/2	0	01	0	0	02½	17/4B	0	05	5	0	14
20/2 (encroachment)	0	01	0	0	01½	17/5B	0	02	0	0	05
33/2	0	04	5	0	11	14/8A2	0	03	0	0	07
32/3B	0	12	0	0	30	14/8B2	0	02	0	0	05
38/4B	0	01	5	0	04	14/8c2	0	03	0	0	08
58/1A2	0	03	5	0	09	13/3B	0	04	0	0	10
58/1D2	0	01	0	0	03	13/4B	0	04	0	0	10
58/1C1	0	02	0	0	05	12/2	0	04	5	0	11
57/1B	0	02	0	0	05	13/9A2	0	08	0	0	20
57/1C	0	00	5	0	01	12/3	0	03	0	0	07
57/1D	0	03	5	0	09	124/1A2	0	04	5	0	11
56/6A3	0	00	5	0	01	193/2A	0	01	0	0	02
56/6B2	0	01	5	0	04	195/7B	0	01	0	0	03
55/2	0	06	5	0	16	194/3B2	0	03	0	0	08
48/2	0	05	5	0	13	195/8B	0	03	5	0	09
49/2B2	0	04	5	0	11	194/3C1	0	01	0	0	02
49/2A1/2	0	02	0	0	05	194/2B3	0	01	0	0	03
49/2A2/2	0	07	5	0	19						

1	2	3	4	5	6	1	2	3	4	5	6
194/2B2	0	04	0	0	10	172/5A2	0	03	0	0	08
194/1P2	0	04	0	0	10	163/1B	0	02	0	0	05
194/4A	0	00	5	0	01	163/2B	0	02	0	0	05
172/4A2	0	14	0	0	35	164/4B	0	00	5	0	01
197/2B	0	03	5	0	09	164/6B	0	03	0	0	08
197/3C2	0	05	5	0	14	149/2	0	01	5	0	03½
198/2B	0	07	5	0	19	149/3					
198/3B	0	01	0	0	02	(Encroachment)	0	01	0	0	01½
193/1B	0	07	0	0	17	235/2B	0	03	5	0	09
191/2AP	0	05	0	0	12½	235/3B	0	03	0	0	08
191/2BP	0	05	5	0	13	236/2	0	01	5	0	04
191/2BP	0	05	0	0	12½	237/2	0	04	5	0	11
190/2						237/4	0	02	5	0	06½
Poramboke						237/3	0	02	0	0	05
Encroachment	0	01	0	0	01½	237/6	0	03	5	0	09
190/3	0	01	0	0	02½	238/4B	0	03	5	0	09
186/2	0	01	0	0	03	237/5	0	03	0	0	07
185/1B2						13/4C	0	01	5	0	04
Poramboke						Total:	2	43	5	6	05½
Encroachment	0	02	0	0	05	[No. 12016/43/2006-ONG/III]					
185/2AP	0	03	0	0	07	O. P. BANWARI, Under Secy.					
185/2A2P	0	02	5	0	06	नई दिल्ली, 7 अगस्त, 2006					
185/2A2 P	0	02	5	0	06	का.आ. 3266.—यतः केन्द्रीय सरकार को यह प्रतीत होता है					
185/2A3	0	01	5	0	04	कि लोकहित में यह आवश्यक है कि आन्ध्र प्रदेश राज्य में आर.ओ.यु.					
183/1A2	0	01	0	0	02½	पाइप लाइन आर.जेड.ए.बी. से आर.जेड. ए.ए. तक पेट्रोलियम के लिये					
183/1B2	0	03	0	0	07	पाइप लाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी					
183/3B	0	02	5	0	06	चाहिए।					
184/3B	0	02	5	0	06	और अतः यह प्रतीत होता है कि ऐसी लाइनों के बिछाने के					
226/1B2	0	03	0	0	08	प्रयोजन के लिये एतदुपाय अनुसूची में वर्णित भूमि में उपयोग का					
226/2A1	0	01	0	0	02½	अधिकार अर्जित करना आवश्यक है।					
226/1C2	0	00	5	0	01	अतः, अब, पेट्रोलियम और खनिज पाइप लाइन (भूमि में					
226/2B2	0	04	0	0	10	उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50)					
226/3B	0	05	5	0	14	की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते					
170/2A2	0	09	5	0	24	हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का					
227/2	0	01	5	0	04	अपना आशय एतद्वारा घोषित किया है :					
169/1B	0	07	0	0	17	बशर्ते कि उक्त भूमि में हितवद्ध कोई व्यक्ति, उस भूमि के					
173/3BP	0	01	5	0	04½	नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी तेल तथा					
173/3BP	0	01	5	0	04½	प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, राजामन्दि एस.ए.के.					
173/3C	0	00	5	0	01	जी. बेसिन, ओ.एन.जी.सी., गोदावरी भवन, राजामन्दि, आन्ध्र प्रदेश					
173/4B	0	04	0	0	10	अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।					
						और ऐसा आक्षेप करने वाला हर व्यक्ति यह भी कथन करेगा					
						कि क्या यह वह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से या					
						किसी विधि व्यवसायी की माफ़त।					

अनुसूची

आर. ओ. यु. पाइप लाइन : आर.जेड.ऐ.बि. से आर.जेड.ऐ.ऐ

राज्य :	आन्ध्र प्रदेश	मंडल :	येलामचाली		
जिला :	पश्चिम गोदावरी	गांव :	येनुगुवानिलंका		
आर. एस. नं	हेक्टेअर्स	एर्स	सेन्टीएर्स	एकड़	सेन्ट्स
1	2	3	4	5	6
175/2पी	0	03	0	0	08
175/3ए	0	03	0	0	08
175/3सी	0	02	5	0	06
175/3बी	0	02	0	0	05
175/3डी	0	01	0	0	02
174/8ए	0	01	5	0	04
174/8बी	0	01	0	0	03
174/8सी	0	02	5	0	06
174/8डी	0	01	0	0	02
174/8ई	0	01	0	0	02
174/8एफ	0	02	5	0	06
174/8जी	0	01	0	0	03
174/3पी	0	00	5	0	01
174/4पी	0	03	0	0	07
173/1	0	03	0	0	08
173/2	0	03	0	0	07
173/3	0	03	0	0	07
173/4	0	03	0	0	07
172/पी	0	12	0	0	30
161/पी(केनाल)	0	01	0	0	02
162/पी(केनाल)	0	20	5	0	51
144/पी	0	04	0	0	10
जोड़	0	75	0	1	85

[सं. 12016/44/2006-ओएनजी/डी-III]

ओ. पी. बनवारी, अवर सचिव

New Delhi, the 7th August, 2006

S.O. 3266.—Whereas it appears to the Central Government that is necessary in the public interest that for the transport of petroleum from "RZAB to RZAA" in the A. P. state pipeline should be laid by the Oil & Natural Gas Corporation Ltd;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed here to :—

Now therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in the

Land Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may object within 21 days from the date of this notification, to laying the pipe line under the land to the Competent Authority Oil & Natural Gas Corporation Ltd; Rajahmundry Asset/K.G., Basin, Godavari Bhavan, Base Complex, Rajahmundry, Andhra Pradesh.

And every person making such an objections shall also state specifically whether he wished to be hear in persons or by legal Practitioner.

SCHEDULE

ROU PIPE LINE FROM RZAB TO RZAA

State : Andhra Pradesh Mandal : Elamanchili

District : West Godavari Village : Yenuguvanilanka

R.S. No.	Hectares	Ares	Centi Ares	Acres	Cents
1	2	3	4	5	6
175/2P	0	03	0	0	08
175/3A	0	03	0	0	08
175/3C	0	02	5	0	06
175/3B	0	02	0	0	05
175/3D	0	01	0	0	02
174/8A	0	01	5	0	04
174/8B	0	01	0	0	03
174/8C	0	02	5	0	06
174/8D	0	01	0	0	02
174/8E	0	01	0	0	02
174/8F	0	02	5	0	06
174/8G	0	01	0	0	03
174/3P	0	00	5	0	01
174/4P	0	03	0	0	07
173/1	0	03	0	0	08
173/2	0	03	0	0	07
173/3	0	03	0	0	07
173/4	0	03	0	0	07
172/P	0	12	0	0	30
161/P	0	01	0	0	02
162/P	0	20	5	0	51
144/P	0	04	0	0	10
TOTAL	0	75	0	1	85

[No. 12016/44/2006-ONG/D-III]

O.P. BANWARI, Under Secy.

नई दिल्ली, 7 अगस्त, 2006

का.आ. 3267.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि आन्ध्र प्रदेश राज्य में आर.ओ.यू. पाइप लाइन मोरी-5 से मोरी-11 तक पेट्रोलियम के लिये पाइप लाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और अतः यह प्रतीत होता है कि ऐसी लाइनों के बिछाने के प्रयोजन के लिये एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः, अब, पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है :

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, राजामुन्द्रि एसट/के.जी. बेसिन ओ.एन.जी.सी. गोदावरी भवन, राजामुन्द्रि, आन्ध्र प्रदेश अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

आर. ओ. यू. पाइप लाइन : मोरी-5 से मोरी-11

राज्य :	आन्ध्र प्रदेश	मंडल :	राजोल		
जिला :	पूर्व गोदावरी	गांव :	इरुसुमंडा		
आर. एस. नं	हेक्टेर्स	एर्स	सेन्टीएर्स	एकड़	सेन्ट्स
1	2	3	4	5	6
44/3पी	0	08	5	0	21
42/1पी	0	07	5	0	18
43/पी	0	01	0	0	03
जोड़	0	17	0	0	42

[सं. 12016/45/2006-ओएनजी/डी-III]

ओ. पी. बनवारी, अवर सचिव

New Delhi, the 7th August, 2006

S.O. 3267.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from "Mori-5 to Mori-11" in the A. P. state pipeline should be laid by the Oil & Natural Gas Corporation Ltd.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto :—

Now therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and

Minerals Pipelines (Acquisition of Right of Users in the Land Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :

Provided that any person interested in the said land may object within 21 days from the date of this notification, to laying the pipe line under the land to the Competent Authority Oil & Natural Gas Corporation Ltd., Rajahmundry Asset/K.G. Basin, Godavari Bhavan, Base Complex, Rajahmundry, Andhra Pradesh.

And every person making such an objections shall also state specially whether he wished to be heard in person or by legal Practitioner.

SCHEDULE

ROU Pipe Line from Mori-5 to Mori-11

State	:	Andhra Pradesh	Mandal	:	Razole
District	:	East Godavari	Village	:	Irusumanda
R.S. No.	Hectares	Ares	Centi Ares	Acres	Cents
1	2	3	4	5	6
44/3P	0	08	5	0	21
42/1P	0	07	5	0	18
43/P	0	01	0	0	03
TOTAL	0	17	0	0	42

[No. 12016/45/2006-ONG/D-III]

O.P. BANWARI, Under Secy.

नई दिल्ली, 7 अगस्त, 2006

का.आ. 3268.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि आन्ध्र प्रदेश राज्य में आर.ओ.यू. पाइप लाइन पी.एस.ए.पी. से पी.एस.पी-8 ई.पी.एस. तक पेट्रोलियम के लिये पाइप लाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और अतः यह प्रतीत होता है कि ऐसी लाइनों के बिछाने के प्रयोजन के लिये एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः, अब, पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है :

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग राजामुन्द्रि एसट/के.

जी. बेसिन ओ.एन.जी.सी. गोदावरी भवन, राजामन्दि, आंध्र प्रदेश अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

आर. ओ. यू. पाइप लाइन : पी.एस.ए.पी. से पी.एस.पी.-8 ई.पी.एस.

राज्य :	आन्ध्र प्रदेश	मंडल :	अल्लुवाराम		
जिला :	पूर्व गोदावरी	गांव :	बोडासाकुरु		
आर. एस. नं.	हेक्टेर्स	एर्स	सेन्टीएर्स	एकड़	सेन्ट्स
1	2	3	4	5	6
127/1सी	0	01	0	0	03
127/1डी	0	03	0	0	07
127/1ई	0	01	5	0	04
127/एफ	0	03	5	0	09
126/9पी	0	04	0	0	10
126/1पी	0	04	5	0	11
127/4	0	03	0	0	08
126/1पी	0	03	0	0	08
126/2पी	0	03	0	0	08
126/13	0	04	0	0	10
126/10पी	0	05	5	0	13
124/12पी	0	03	0	0	07
124/14पी	0	00	5	0	001/2
124/16	0	05	0	0	12
124/15	0	03	5	0	09
116/2पी	0	01	5	0	04
116/3पी	0	06	5	0	16
116/5पी	0	03	0	0	08
116/जैडपी	0	03	0	0	08
295/पी	0	01	5	0	04
296/1पी	0	00	5	0	001/2
296/2एपी	0	01	0	0	03
296/3एपी	0	03	5	0	09
जोड़	0	69	5	1	72

[सं. 12016/46/2006-ओएनजी/डी-111]

ओ. पी. बनवारी, अवर सचिव

New Delhi, the 7th August, 2006

S.O. 3268.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from “PSAP to PSP-8 EPS” in the A. P. state pipeline should be laid by the Oil & Natural Gas Corporation Ltd.

And Whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto :—

Now therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in the Land Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :

Provided that any person interested in the said land may object within 21 days from the date of this notification, to laying the pipe line under the land to the Competent Authority Oil & Natural Gas Corporation Ltd., Rajahmundry Asset/K.G. Basin, Godavari Bhavan, Base complex, Rajahmundry, Andhra Pradesh.

And every person making such an objections shall also state specially whether he wishes to be heard in person or by legal practitioner.

SCHEDULE

Rou Pipe Line from PSAP to PSP-8 EPS

State : Andhra Pradesh Mandal : Allavaram

District : East Godavari Village : Bodasakuru

R.S. No.	Hectares	Ares	Centi Ares	Acres	Cents
1	2	3	4	5	6
127/1C	0	01	0	0	03
127/1D	0	03	0	0	07
127/1E	0	01	5	0	04
127/F	0	03	5	0	09
126/9P	0	04	0	0	10
126/1P	0	04	5	0	11
127/4	0	03	0	0	08
126/1P	0	03	0	0	08
126/2P	0	03	0	0	08
126/13	0	04	0	0	10
126/10P	0	05	5	0	13
124/12P	0	03	0	0	07

1	2	3	4	5	6
124/14P	0	00	5	0	001/2
124/16	0	05	0	0	12
124/15	0	03	5	0	09
116/2P	0	01	5	0	04
116/3P	0	06	5	0	16
116/5P	0	03	0	0	08
116/ZP	0	03	0	0	08
295/P	0	01	5	0	04
296/1P	0	00	5	0	001/2
296/2AP	0	01	0	0	03
290/3AP	0	03	5	0	09
TOTAL	0	09	5	1	72

[No. 12016/46/2006-ONG/D-III]

O.P. BANWARI, Under Secy.

नई दिल्ली, 14 अगस्त, 2006

का.आ. 3269.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मध्यप्रदेश राज्य में मांगल्या (इंदौर) संस्थापन से हरियाणा राज्य में पियाला तथा दिल्ली राष्ट्रीय राजधानी क्षेत्र में बिजवासन तक पेट्रोलियम उत्पादों के परिवहन के लिए भारत पेट्रोलियम कार्पोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री लाल सिंह सक्षम प्राधिकारी, मुम्बई-मांगल्या पाइपलाइन विस्तार परियोजना, भारत पेट्रोलियम कार्पोरेशन लिमिटेड, प्लॉट नं. 590, सेक्टर, 21ए, फरीदाबाद-121001 (हरियाणा) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची		
तहसील : होडल जिला : फरीदाबाद राज्य : हरियाणा		
क्र.सं.	ग्राम का नाम	सर्वे नं. क्षेत्रफल हेक्टेयर में
1.	पैंगलतु	63/20 0.0170
2.	भूपगढ़ उर्फ टिकरी	15/15 0.0570

[फा. सं. आर-31015/91/2004-ओ आर-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 14th August, 2006

§.O. 3269.—Whereas it appears to the Central Government that is necessary in the public interest that for the transportation of petroleum products from Manglya (Indore) terminal in the State of Madhya Pradesh, an extension pipeline to Piyala in the State of Haryana and Bijwasan in the NCT of Delhi should be laid by the Bharat Petroleum Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :

Any person, interested in the said land described in the said Schedule, may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri LAL SINGH, Competent Authority, Mumbai-Manglya Pipeline Extension Project, Bharat Petroleum Corporation Limited, Plot No. 590, Sector 21A, Faridabad-121 001 (Haryana).

SCHEDULE

Tehsil : Hodal District : Faridabad State : Haryana			
Sl No.	Name of Village	Survey No.	Area in Hectare
1	2	3	4
1.	Paingaltu	63/20	0.0170
2.	Bhupgarh alias Tikri	15/15	0.0570

[F. No. R-31015/91/2004-OR-II]

A. GOSWAMI, Under Secy.

श्रम और रोजगार मंत्रालय

नई दिल्ली, 18 जुलाई, 2006

का.आ. 3270.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी.के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 1088/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30012/9/97 आईआर(विविध)]

बी. एम. डेविड, अवर सचिव

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 18th July, 2006

S.O. 3270.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1088/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workman, which was received by the Central Government on 17-7-2006.

[No. L-30012/9/97-IR (M)]

B.M. DAVID, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
AHMEDABAD**

PRESENT:

SHRI B.I.KAZI (B.SC., L.L.M.) Presiding Officer

Industrial Dispute (Reference C.G.L.T.A) No. 1088/04.
Old (I.T.C.) No. 18/1998

The Installation Manager,
Bharat Petroleum Corporation Ltd.
Kandla Installation P.O. Box No. 33
Gandhidham
V/s.

...First party

The Unit Secretary,
Petroleum Employees Union
Kandla Unit
C/o. BPCL Unit
Kandla Installation P.O. Box No. 33,
Gandhidham (Kutch)

...Second party

APPEARANCE

First Party Shri G.R. Thaker
Second Party Absent

AWARD

1. The Government of India has referred the Industrial Dispute between the above parties by order No. L- 30012/ 9197- IR (I) dated. 18/03/1998 to this Tribunal for adjudication the terms of reference is as under.

SCHEDULE

"Whether the demand of the Petroleum Employees Union, Kandla against the management of M/s. Bharat Petroleum Co. Ltd. Kandla, Gandhidham (Kutch) for restoration of Sunday allowances for the Performing duties on Sunday which was stopped from January 1996 valid, just and legal. If so what benefit the workers are entitled for and what directions are necessary in the matter."

2. The second party was issued a notice to file the statement of claim by this Tribunal on 13/04/98. The date to file the statement of claim was 25/06/98. The appropriate Government has also directed the second party who have raised the dispute to file a statement of, claim with relevant document and list of reliance and witness to the Tribunal within 15 days of the receipt of the order.

3. However, the proper opportunity was given by this Tribunal to file a statement of claim to the second party. The second party failed to submit a statement of claim after 5 years & 5 months from the date of reference. Thus this Tribunal has reason to believe that the second party are not interested in the dispute. Thus the concerned workmen failed to prove this case.

Looking to the above observations I hereby pass the following order :

ORDER

The demand of the Petroleum Employees Union, Kandla against the management of M/s. Bharat Petroleum Co. Ltd. Kandla, Gandhidham (Kutch) for restoration of Sunday allowances for the performing duties on Sunday which was stopped from January 1996 is invalid, unjust and illegal. The concerned workmen are not entitled to get any relief. The reference is hereby rejected for want of prosecution. No order as to cost.

Date: 12-01-06
Ahmedabad

B.I. KAZI, Presiding Officer

नई दिल्ली, 18 जुलाई, 2006

का.आ. 3271.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी.के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय अहमदाबाद के पंचाट (संदर्भ संख्या 355/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30012/93/2000-आईआर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2006

S.O. 3271.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 355/04) of the Central Government Industrial Tribunal-cum-Labour

Court, Ahmedabad as shown in the annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workman, which was received by the Central Government on 17-7-2006.

[No. L-30012/93/2000-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

SHRI B.I.KAZI (B.SC., L.L.M.) Presiding Officer

Industrial Dispute (Reference C.G.I.T.A) No. 355/04.
Old (I.T.C.) No. 120/2000

The Group General Manager,
ONGC Ltd., Ahmedabad Project
Chandkheda
Ahmedabad

...First party

V/s.

General Secretary, Gujarat Petroleum Emp. Union,
434/Gandhivas Naka, Gujarat Stadium Road,
Sabarmati
Ahmedabad.

...Second party

APPEARANCE

First Party : Shri Naidu

Second Party : Absent

AWARD

1. The Government of India has referred the Industrial Dispute between the above parties by order No. L- 30012/ 93/2000- IR (M) dated. 10/11/2000 to this Tribunal for adjudication the terms of Reference is as under :

SCHEDULE

"Whether the action of the ONGC Ltd., in terminating the services of Sh. Vimalbhai A.Dave w.e.f. 01/06/1996 through contractor M/s. Rajdeep Group Mazdoor Kamdar Sahakari Mandli Ltd., is legal and justified? If not, what relief the workman is entitled to? and whether the workman Shri Vimalbhai A.Dave was employed on prohibited category or not? If employed on prohibited category then whether the demand of the union for reinstatement w.e.f.01/06/1996 by ONGC Ltd., Ahmedabad with full back wages, continuity of services and all benefits as employee of ONGC is legal and justified? If what relief the workman is entitled?"

2. The second party was issued a notice to file the statement of claim by this Tribunal on 10/01/01. The date to file the statement of claim was 14/02/01. The appropriate Government has also directed the second party who has raised the dispute to file a statement of claim with relevant document and list of reliance and witness to the Tribunal within 15 days of the receipt of the order.

3. However, the proper opportunity was given by this Tribunal to file a statement of claim to the second party. The second party failed to submit a statement of

claim after 4 years 8 months from the date of reference. Thus this Tribunal has reason to believe that the second party are not interested in the dispute. Thus the concerned workman failed to prove this case.

Looking to the above observations I hereby pass the following order :

ORDER

The action of the ONGC Ltd., in terminating the services of Sh. Vimalbhai A.Dave w.e.f.01/06/1996 through contractor M/s. Rajdeep Group Mazdoor Kamdar Sahakari Mandli Ltd., is legal and just. The demand of the union for reinstatement w.e.f. 01/06/1996 by ONGC Ltd., Ahmedabad with full back wages, continuity of services and all benefits as employee of ONGC is illegal and unjust. The concerned workman is not entitled to get any relief. The reference is hereby rejected for want of prosecution. No order as to cost.

Date: 26-04-06

Ahmedabad.

B.I. KAZI, Presiding Officer

नई दिल्ली, 18 जुलाई, 2006

क्र.आ. 3272.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 33/06) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30012/4/2006 आईआर(विधि)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2006

S.O. 3272.-In Pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.33/06) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workman, which was received by the Central Government on 17-7-2006.

[No. L-30012/4/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

SHRI B.I.KAZI (B.SC., L.L.M.) Presiding Officer

Industrial Dispute (Reference C.G.I.T.A) No. 33/06.

Sh. V.K.Kothi
Reliance Fire Brigade Services Pvt. Ltd.,
Motikavadi PO Digvijayram
Jamnagar 361 140

...First party

V/s.

Shri Yasin R. Rathod
C/o. Bhartiya Mazdoor Sangh
17, Abhay Shopping Centre
Opp. DSP Bungalow
Jamnagar

...Second party

APPEARANCES

First Party : Present
Second Party : Present

AWARD

1. The Government of India has referred the Industrial Dispute between the above parties by order No.L-30012/4/2006- IR (M) dated 02-03-2006 to this Tribunal for adjudication. The terms of reference is as under :

SCHEDULE

"Whether the action of M/s. Reliance Fire Brigade Services Pvt. Ltd., Motikhavadi, Jamnagar, in terminating the services of Sh. Yasin R. Rathod, Fire Operator cum driver w.e.f. 02/03/05, without following the principles of natural justice is legal and justified? If not, what relief the workman concerned is entitled to?"

2. The second party was issued a notice to file a statement of claim by this Tribunal on 06-7-2006. The second party has submitted an authority to represent the second party. By Ex. 3 the second party submitted an application to withdraw the reference and it was stated that applicant is satisfied and he does not want to adjudicate the matter and prayed to allow the second party to withdraw the matter.

Looking to the facts of Ex. 3 the Tribunal has allowed to withdraw the reference. Hence I hereby pass the following order :

ORDER

Application Ex. 3 is hereby allowed. The second party is allowed to withdraw the reference. The reference is hereby disposed of. No order as to cost.

Date : 29-06-06

Ahmedabad.

B.I. KAZI, Presiding Officer

नई दिल्ली, 18 जुलाई, 2006

का.आ. 3273.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी.के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 285/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30012/85/99 आईआर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2006

S.O. 3273.—In Pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.285/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workman, which was received by the Central Government on 17-7-2006.

[No. L-30012/85/99-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR-COURT AT AHMEDABAD

PRESENT :

Shri B.I. Kazi (B.SC., L.L.M.), Presiding Officer
Industrial Dispute (Reference C.G.L.T.A. No. 285/04.)
Old. (I.T.C.) NO. 39/2000

O.N. G. C. Ltd.,
The Gr. Manager (P)
Avani Bhawan, Sabarmati,
Ahmedabad (Gujarat)

...First party

V/s.

General Secretary, Gujarat Petroleum Emp. Union,
434/Gandhivas Naka, Gujarat Stadium Road,
Sabarmati,
Ahmedabad

...Second party

APPEARANCES

First Party : Shri C. S. Naidu
Second Party : Shri K.P. Patel

AWARD

1. The Government of India has referred the Industrial Dispute between the above parties by order No. L- 30012/85/99- IR (M) dated 27-11-2001 to this Tribunal for adjudication, the terms of reference is as under :

SCHEDULE

"Whether the action of the management of Group General Manager, (P). ONGC Ltd., Baroda in terminating the service of shri A.S. Bhatnagar, Attendant Gr. I ONGC Ltd., Ahmedabad project w.e.f. 8-05-1998 in the grab of voluntary retirement is legal and justified? If not, to what relief the concerned employee is entitled?"

2. A notice was issued to the parties to file their claims. The Second party has filed the statement of claim by Ex. 13. The first party has filed the written statement by Ex. 16. However, the proper opportunity was given by this Tribunal to prove his case to the second party. The second party failed to prove his case. Thus this Tribunal has reason to believe that the second party is not interested in the dispute. Thus the concerned workman failed to prove his case.

Looking to the above observations I hereby pass the following order :

ORDER

The action of the management of Group General Manager, (P), ONGC Ltd., Baroda in terminating the service of Shri A.S. Bhatnagar, Attendant Gr. I ONGC Ltd., Ahmedabad project w.e.f. 8-05-1998 in the grab of voluntary retirement is legal and just. The concerned workman is not entitled to get any relief. The reference is hereby rejected for want of prosecution. No order as to cost.

Date: 24-01-06

Ahmedabad.

B.I. KAZI, Presiding Officer

नई दिल्ली, 18 जुलाई, 2006

का.आ. 3274.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 194/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30012/24/98 आईआर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2006

S.O. 3274.—In Pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 194/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C. Ltd. and their workman, which was received by the Central Government on 17-7-2006.

[No. L-30012/24/98-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

Shri B. I. KAZI (B.SC., L.L.M.), Presiding Officer

Industrial Dispute (Reference C.G.L.T.A. No. 194/04).
Old. (I.T.C.) No. 112/1999

O.N.G.C.Ltd.,

The Gr. Manager (P)

Avani Bhawan, Sabarmati,

Ahmedabad(Gujarat)

M/s. Lokpriya & Engg. Co-op. Society Ltd.,

308, Krishna Complex, Stadium Circle

C.G. Road,

Ahmedabad (Gujarat)

...First Party

V/s.

General Secretary, Gujarat Petroleum Emp. Union,
434/Gandhivas Naka, Gujarat Stadium Road,
Sabarmati,
Ahmedabad

The Secretary

Chandlodia Mazdoor Kamdar Sahkari Mandli Ltd.,

179, Ambica Krupa Society Ranip,

Ahmedabad

...Second party

APPEARANCE

First Party

Shri K.V. Gadhia,

Shri Mahendra K. Patel

Second Party

(Absent)

AWARD

1. The Government of India has referred the Industrial Dispute between the above parties by order No. L- 30012/24/98- IR (M) dated. 20-4-1999 to this Tribunal for adjudication, the terms of reference is as under :

SCHEDULE

"Whether the demand of Gujarat Petroleum Employees Union that the workman Shri Devi Singh Rathod, employed as Peon/ Messenger in prohibited category of employment in IRS, ONGC, Ahmedabad project, is entitled for reinstatement with effect from 9-7-1996 with continuity of service through contractor and also entitled to be treated in direct employment of ONGC Ltd. w.e.f. 1-8-1994 is legal and justified? If so, to what relief the concerned employee is entitled?"

2. A notice was issued to the parties to file their claims. The Second party has filed the statement of claim by Ex. 3. The first party has filed the written statement by Ex. 4. However, the proper opportunity was given by this Tribunal to prove his case to the second party. The second party failed to prove his case. Thus this Tribunal has reason to believe that the second party is not interested in the dispute. Thus the concerned workman failed to prove his case.

Looking to the above observations I hereby pass the following order :

ORDER

The demand of Gujarat Petroleum Employees' Union that the workman Shri Devi Singh Rathod, employed as Peon/ Messenger in prohibited category of employment in IRS, ONGC, Ahmedabad project, is entitled for reinstatement with effect from 09-07-1996 with continuity of service through contractor and also entitled to be treated in direct employment of ONGC w.e.f. 01-08-1994 is illegal and unjust. The concerned workman is not entitled to get any relief. The reference is hereby rejected for want of prosecution. No order as to cost.

Date: 13-04-06

Ahmedabad.

B.I. KAZI, Presiding Officer

नई दिल्ली, 18 जुलाई, 2006

का.आ. 3275.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी.के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 424/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30012/68/2001 आईआर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2006

S.O. 3275.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 424/04) of the Central Government Industrial Tribunal-cum-Labour Court Ahmedabad as shown in the annexure in the Industrial Dispute between the employers in relation to the management of O.N. G. C. and their workman, which was received by the Central Government on 17-7-2006

[No. L-30012/68/2001-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT OF INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

Shri B.I. Kazi (B. Sc., L.L.M), Presiding Officer
Industrial Dispute (Reference C. G.I.T.A. No. 424/04)
Old. (I.T.C.) No. 90/2001

The Group Gr. Manager (P)
ONGC Ltd., Mehsana Project, Palavasana,
Mehsana
Mehsana (Gujarat) 384 002

...First Party

Shri Sunil M. Rajgore
Bordi Falia,
Umreth, Anand (Guj)
Anand 388 220

...Second Party

APPEARANCE:

First Party : Shri K. V. Gadhia Shri Mahendra K. Patel

Second Party : Shri Iqbal Patel

AWARD

1. The Government of India has referred the Industrial Dispute between the above parties by order No. L-30012/68/2001- IR (M) dated. 27-11-2001 to this Tribunal for adjudication the terms of reference is as under :

SCHEDULE

"Whether the action of the management of Group General Manager, (P), ONGCL., Mehsana Project in terminating the service of Shri Sunil M. Rajgore Typist-cum-Clerk w.e.f. June, 1997 is legal and justified? If not, then to what relief the concerned workman is entitled?"

2. A notice was issued to the parties to file their claims. The Second party have filed the statement of claim by Ex. 6. The first party has filed the written statement by Ex. 10. However, the proper opportunity was given by this Tribunal to prove his case to the second party. The second party failed to prove his case. Thus this Tribunal has reason to believe that the second party is not interested in the dispute. Thus the concerned workman failed to prove his case.

Looking to the above observations I hereby pass the following order :

ORDER

The action of the management of Group General Manager, (P), ONGCL., Mehsana Project in terminating the service of Shri Sunil M. Rajgore Typist-cum-Clerk w.e.f. June, 1997 is legal and just. The concerned workman is not entitled to get any relief. The reference is hereby rejected for want of prosecution. No order as to cost.

Date : 23-03-06

Ahmedabad.

B.I. KAZI, Presiding Officer

नई दिल्ली, 18 जुलाई, 2006

का.आ. 3276.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी.के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 73/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30012/65/97-आईआर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2006

S.O. 3276.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 73/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workmen, which was received by the Central Government on 17-7-2006.

[No. L-30012/65/97-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT OF INDUSTRIAL TRIBUNAL CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

Shri B. I. Kazi (B.Sc., L.L.M), Presiding Officer
Industrial Dispute (Reference C. G.I.T.A.) No. 73/04 Old
(I.T.C.) No. 22/1998

The General Manager,
ONGC (WRBC)
Makarpura
Baroda (Gujarat)

O.N.G.C. Ltd.,
The Gr. Manager (P)
Avani Bhawan, Sabermati,
Ahmedabad (Gujarat)

...First Party

V/s.

General Secretary, Gujarat Petroleum Emp. Union
434/Gandhivas Naka, Gujarat Stadium Road,
Sabarmati,
Ahmedabad.

...Second Party

APPEARANCE:

First Party : Shri K. V. Gadhia Shri Mahendra
K. Patel

Second Party : Absent

AWARD

1. The Government of India has referred the Industrial Dispute between the above parties by order No. L-30012/65/97-IR (B-1) dated 17-03-1998 to this Tribunal for adjudication the terms of reference is as under :

SCHEDULE

"Whether the action of the management of the ONGC, Ahmedabad project in denying employment assistance to the dependents of the deceased employee numbering 09 (given below) under the scheme *vide* circular No. 103(135)/77-RNT dated 30-05-1978 and 8th August, 1978 is legal and justified? If not, to what relief the concerned persons are entitled to and from which date."

2. A notice was issued to the parties to file their claims. The Second party have filed the statement of claim by Ex. 6. The first party has filed the written statement by Ex. 13. However, the proper opportunity was given by this Tribunal to prove its case to the second party. The second party failed to prove its case. Thus this Tribunal has reason to believe that the second party is not interested in the dispute. Thus the concerned workmen failed to prove its case.

Looking to the above observations I hereby pass the following order :

ORDER

The action of the management of the ONGC, Ahmedabad project in denying employment assistance to the dependents of the deceased employee numbering 09 (given below) under the scheme *vide* circular No. 103 (13 5)/77-RNT dated 30-05-1978 and 8th August, 1978 is legal and justified. The concerned workmen are not entitled to get any relief. The reference is hereby rejected for want of prosecution. No order as to cost.

Date: 08-03-06

Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 18 जुलाई, 2006

का.आ. 3277.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी.के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद, के पंचाट (संदर्भ संख्या 180/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आईआर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2006

S.O. 3277.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.180/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workmen, which was received by the Central Government on 17-7-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT OF
INDUSTRIAL TRIBUNAL CUM-LABOUR COURT AT
AHMEDABAD**

PRESENT:

Shri B. I Kazi (B.Sc., L.L.M), Presiding Officer

Com. C. G.I.T.A. No. 180/04 In Reference No. C. G.I.T. A.)
No. 201/04.

(Old. Com. No. 134/03 in Reference (I.T.C.) No. 120/99)

G.G.Chaudhary

C/o. ONGC Electrical & Allied Staff Association,

19, Pushpkunj Society, Near Sahkar Nagar,

Mahesana - 384 002.

....Complainant

V/s.

The Director, (Personnel/ HR)

ONGC Ltd. Telbhavan,

Dehradun- 248 003

..... Opponent.

APPEARANCE:

Complainant : Shri R.C.Shukla

Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint Under Section 33 A of the Industrial Dispute Act, Praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. Trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As

per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer *vide* file No. RLC/ AH/50/(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per section 9-A and Schedule- IV of I.D. Act, 1947. Thus it is prayed that the Hon' ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon' ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of sections 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension-assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed off accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of section 33. Thus there is no violation of section 33 of the Industrial Dispute Act by the opponent. Looking to the Ex. 6, this complaint become infructuous

and does not survive in law. Hence I pass the following order:

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Date: 15-02-06
Ahmedabad.

B.I. KAZI, Presiding Officer

नई दिल्ली, 18 जुलाई, 2006

का.आ. 3278.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी.के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 354/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30012/163/2000-आईआर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2006

S.O. 3278.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.354/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workman, which was received by the Central Government on 17-7-2006.

[No. L-30012/163/2000-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

SHRI B.I. KAZI (B. Sc., L.L.M.), Presiding Officer
Industrial Dispute (Reference C. G.I.T.A.) No. 354/04.
Old. (I.T.C.) No. 119/2000

ONGC Ltd.,
The Executive Director, WRBC
Makarpura Road,
Baroda (Guj.)

M/s. Raj Cyber Cafe Contractor
28, Pravan Society Manjipur Road,
Baroda-390 009

M/s. S&S Enterprises
A/11, 12, Rushi Enclave,
Nr. Sapna Hall Makrapura
Baroda 390 009

...First Party

V/s.

General Secretary, Gujarat Petroleum Emp. Union,
434/Gandhivas Naka, Gujarat Stadium Road,
Sabarmati,
Ahmedabad

...Second Party

APPEARANCE

First Party : Shri Naidu

Second Party : Absent

AWARD

I. The Government of India has referred the Industrial Dispute between the above parties by order No. L- 30012/163/2000-IR (M) dated 30-11-2000 to this Tribunal for adjudication. The terms of reference is as under :

SCHEDULE

1. "Whether the union Gujarat Petroleum Employees union has locus standi to raise the present dispute on behalf of the workman Mrs. Vinita R. Thakur allegedly to have been engaged as Assistant/Computer Typist/Computer Operator in the establishment of ONGC Ltd. Baorda.?"

2. "Whether the contract between the ONGC Ltd. and the contractors M/s. Raj Cyber Cafe, Baroda and Mis. S.S. Enterprise, Baroda in respect of the contractual workman Mrs. Vinita R. Thakur is sham and bogus.

3. "Whether the demand of the union in respect of the workman Mrs. Vinita R. Thakur for reinstatement in service and for absorption and regularization as 'direct and regular' employees in ONGC Ltd., Baroda is proper, legal and justified? If so, to what relief the concerned workman is entitled to and from which date and what other directions are necessary in the matter?"

4. The second party was issued a notice to file the statement of claim by this Tribunal on 2-01-01. The date to file the statement of claim was 01-02-2001. The appropriate Government has also directed the second party who has raised the dispute to file a statement of claim with relevant document and list of reliance and witness to the Tribunal within 15 days of the receipt of the order.

5. However, the proper opportunity was given by this Tribunal to file a statement of claim to the second party. The second party failed to submit a statement of claim after 4 years and months from the date of reference. Thus this Tribunal has reason to believe that the second party is not interested in the dispute. Thus the concerned workman failed to prove this case.

Looking to the above observations I hereby pass the following order :

ORDER

The demand of the union in respect of the workman Mrs. Vinita R. Thakur for reinstatement in service and for

absorption and regularization as 'direct and regular' employees in ONGC Ltd., Baroda is improper, illegal and unjust. The concerned workman is not entitled to get any relief. The reference is hereby rejected for want of prosecution. No order as to cost.

Date: 07-04-06
Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 18 जुलाई 2006

का.आ. 3279.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी.के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 166/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006 आईआर(विविध)]

*बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2006

S.O. 3279.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.166/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workman, which was received by the Central Government on 17-7-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

SHRI B. I. KAZI (B.Sc., L.L.M.),
Presiding Officer

Com. C. G.L.T.A. No. 166/04 In Reference
No. C. G.L.T.A. No. 201/04.

(Old. Com. No. 120/03 in Reference (L.T.C.) No. 120/99)

L. M. Rabari
C/o. ONGC Electrical & Allied Staff Association,
19, Pashpkunj Society, Near Sahkar Nagar,
Mahesana - 384 002.

.....Complainant

V/s.

The Director, (Personnel/ HR)
ONGC Ltd., Telbhavan,
Dehrandun- 248 003

.....Opponent

APPEARANCE

Complainant : Shri R.C. Shukla

Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33 A of the Industrial Dispute Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(I)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule- IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension—assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call

recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed off accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Dispute Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order :

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed off. No order as to cost.

Date: 22-12-05
Ahmedabad

B.I. KAZI, Presiding Officer

नई दिल्ली, 18 जुलाई, 2006

का.आ. 3280.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी.के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 167/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आईआर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2006

S.O. 3280.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 167/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workman, which was received by the Central Government on 17-7-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM LABOUR COURT AT
AHMEDABAD

PRESENT:

SHRI B. I. KAZI (B.Sc., L.L.M.),
 Presiding Officer

Com. C. G.I.T.A. No. 167/04 in Reference No.

C.G.I.T.A. No. 201/04.

[Old. Com. No. 121/03 in Reference (I.T.C.) No. 120/99]

J. M. Patel

C/o. ONGC Electrical & Allied Staff Association,
 19, Pushpkunj Society, Near Sahkar Nagar,
 Mahesana - 384 002

... Complainant

I/s.

The Director, (Personnel/ HR)

ONGC Ltd, Telbhavan,
 Dehradun- 248 003

.... Opponent

APPEARANCE:

Complainant : Shri R. C. Shukla

Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33 A of the Industrial Dispute Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/ AH/50/ (1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule-IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party

to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of Section 33 of the I. D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed off accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Dispute Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order.

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed off. No order as to cost.

Date: 26-12-05

Ahmedabad

B. I. KAZI, Presiding Officer

नई दिल्ली, 18 जुलाई, 2006

का.आ. 3281.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी.के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 168/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आईआर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2006

S.O. 3281.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.168/04) of the Central Government Industrial Tribunal-cum-Labour Court Ahmedabad as shown in the annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workman, which was received by the Central Government on 17-7-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT OF INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

SHRI B.I.KAZI (B. Sc., L.L.M), Presiding Officer
Cum. C. G.I.T.A. No. 168/04 In Reference No. C.
G.I.T.A. No. 201/04.

[Old. Cum. No. 122/03 in Reference (I.T.C.) No. 120/99]

K. L. Bhati
C/o. ONGC Electrical & Allied Staff Association,
19, Pashpukunj Society, Near Sahkar Nagar,
Mahesana - 384 002Complainant
I/s.

The Director, (Personnel/ HR)
ONGC Ltd, Telbhavan,
Dehrandun- 248 003Opponent

APPEARANCE:

Complainant : Shri R. C. Shukla
Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint Under Section 33 A of the Industrial Dispute Act, Praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service

condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C.No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of timebound promotion policy is change of service condition as per section 9-A and Schedule- IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of sections 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No.120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of section 33 of the I. D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the course complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed off accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of section 33. Thus there is no violation of section 33 of the Industrial Dispute Act by the opponent. Looking to the Ex. 6; this complaint become in fructuous and does not survive in law. Hence I pass the following order.

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaints hereby disposed of. No order as to cost.

Date: 26-12-05

Ahmedabad.

B.I. KAZI, Presiding Officer

नई दिल्ली, 18 जुलाई, 2006

का.आ. 3282.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी.के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 169/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आईआर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2006

S.O. 3282.—In Pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 169/04) of the Central Government Industrial Tribunal-cum-Labour Court Ahmedabad as shown in the annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workman, which was received by the Central Government on 17-7-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT OF INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

SHRIB. I. KAZI (B. Sc., LL.M),
Presiding Officer

Com. C. G.I.T.A. No. 169/04 In Reference No. C. G.I.T.A. No. 201/04.

[Old. Com. No. 123/03 In Reference (L.T.C.) No. 120/99]

V. H. Patel

C/o. ONGC Electrical & Allied Staff Association,
19, Pashpkunj Society, Near Sahkar Nagar,
Mahesana - 384 002

...Complainant

V/s.

The Director, (Personnel/ HR)

ONGC Ltd, Telbhavan,

Dehrandun- 248 003

....Opponent

APPEARANCE:

Complainant

Shri R. C. Shukla

Opponent

Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint Under Section 33 A of the Industrial Dispute Act. Praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service In one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/ AH/50/(1)/2002 on 15/05/2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per section 9-A and Schedule- IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Sections 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand

promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed off accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of section 33 of the Industrial Dispute Act by the opponent. Looking to the Ex. 6, this complaint become in fructuous and does not survive in law. Hence I pass the following order:

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed off. No order as to cost.

Ahmedabad

Date: 27-12-05

B. I. KAZI, Presiding Officer

नई दिल्ली, 18 जुलाई, 2006

का.आ 3283.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी.के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध, में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 170/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आईआर(विधि)]

बी. एम्. डेविड, अवर सचिव

New Delhi, the 18th July, 2006

S.O. 3283.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.170/04) of the Central Government Industrial Tribunal-cum-Labour Court Ahmedabad as shown in the annexure in the

Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workman, which was received by the Central Government on 17-7-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT OF INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

SHRI B. I. KAZI (B. Sc., L.L.M),
Presiding Officer

Com. C. G.I.T.A. No. 170/04 In Reference No. C. G.I.T.A.
No. 201/04.

[Old. Com. No. 124/03 in Reference (I.T.C.) No. 120/99]

T. V. Thomas

C/o. ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana - 384 002

....Complainant

V/s.

The Director, (Personnel/ HR)
ONGC Ltd, Telbhavan,
Dehradun- 248 003

...Opponent

APPEARANCE:

Complainant : Shri R. C. Shukla

Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint Under Section 33 A of the Industrial Dispute Act, Praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C.No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union

through conciliation officer vide file No. RLC/ AH/50/1/2002 on 15/05/2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule-IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Sections 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehensions assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed off accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Dispute Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order:

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Ahmedabad

Date: 28-12-2005

B. I. KAZI, Presiding Officer

नई दिल्ली, 18 जुलाई, 2006

कर.अ. 3284, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूची में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 171/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आईआर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2006

S.O. 3284.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 171/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workman, which was received by the Central Government on 17-7-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT OF INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

SHRI B. I. KAZI (B. Sc., L.L.M.),
Presiding Officer

Com. C. G.L.T.A. No. 171/04 In Reference No. C. G.L.T.A.
No. 201/04

[Old. Com. No. 125/03 in Reference (I.T.C.) No. 120/99]

K. A. Patel,
C/o. ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana - 384 002 Complainant
V/s.

The Director, (Personnel/ HR),
ONGC Ltd., Telbhavan,
Dehradun- 248 003 Opponent

APPEARANCE:

Complainant : Shri R. C. Shukla
Opponent : Shri K. V. Gadhia

ORDER

I. The complainant has filed this complaint under Section 33 A of the Industrial Dispute Act, Praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher

post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B. Thus the intention of change of time bound promotion policy is change of service condition as per section 9-A and Schedule-IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehensions assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the

management. Hence the present complaint may be disposed off accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Dispute Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order.

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaints hereby disposed of. No order as to cost.

Ahmedabad

Date: 29-12-2005

B. I. KAZI, Presiding Officer

नई दिल्ली, 18 जुलाई, 2006

का.आ. 3285.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी.के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 172/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आईआर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2006

S.O. 3285.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 172/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workman, which was received by the Central Government on 17-7-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT OF INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

SHRI B. I. KAZI (B. Sc., L.L.M), Presiding Officer
Com. C. G.I.T.A. No. 172/04 In Reference No. C. G.I.T.A.
No. 201/04.

[Old. Com. No. 126/03 in Reference (L.T.C.) No. 120/99]
G.P. Solanki,
C/o. ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana - 384 002
...Complainant
V/s.

The Director, (Personnel/HR)
ONGC Ltd., Telbhavan,
Dehradun-248 003

.....Opponent

APPEARANCE:

Complainant : Shri R.C. Shukla

Opponent : Shri KV. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33 A of the Industrial Disputes Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the reference is pending before the Hon'ble Tribunal C.G.I. T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per section 9-A and Schedule-IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of sections 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension-assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other.

union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed off accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of section 33. Thus there is no violation of section 33 of the Industrial Dispute Act by the opponent. Looking to the Ex. 6, this complaint become in fructuous and does not survive in law. Hence I pass the following order.

ORDER

In view of the fact of EX. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Date: 08-02-06

Court Ahmedabad

B. I. KAZI, Presiding Officer

नई दिल्ली, 18 जुलाई, 2006

का.आ. 3286.- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी.के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 173/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आईआर(विधि)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2006

S.O. 3286.—In Pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 173/04) of the Central Government Industrial Tribunal-cum-Labour Court Ahmedabad as shown in the annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workman, which was received by the Central Government on 17-7-2006

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
AHMEDABAD

PRESENT :

SHRI B. I. KAZI (B. Sc., L.L.M.),
 Presiding Officer

Com. C.G.I.T.A. No. 173/04 in Reference No. C.G.I.T.A.
 No. 201/04

[Old. Com. No. 127/03 in Reference (I.T.C.) No. 120/99]

M.K. Soni

C/o. ONGC Electrical & Allied Staff Association,
 19, Pushpkunj Society, Near Sahkar Nagar,
 Mahesana - 384 002 ...Complainant
 V/s.

The Director (Personnel/ HR),
 ONGCLtd., Telbhavan,
 Dehradun- 248 003 ...Opponent

APPEARANCE :

Complainant : Shri R. C. Shukla
 Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33A of the Industrial Disputes Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the reference is pending before the Hon'ble Tribunal C.G.I. T.A. No. 201/04 as an old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of electrical & Allied Staff Association. The action will change the service condition of electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule-IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action

of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No.120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed off accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order :

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Date : 08-02-06
 Ahmedabad

B. I. KAZI, Presiding Officer

नई दिल्ली, 18 जुलाई, 2006

का.आ. 3287.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी.के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 175/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आईआर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2006

S.O. 3287.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.175/04) of the Central Government Industrial Tribunal-cum-Labour Court Ahmedabad as shown in the annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workman, which was received by the Central Government on 17-7-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

SHRI B. I. KAZI (B. Sc., L.L.M.),
Presiding Officer

Com. C.G.I.T.A. No. 175/04 in Reference No. C.G.I.T.A.
No. 201/04

[Old. Com. No. 129/03 in Reference (I.T.C.) No. 120/99]

V. B. Patel,
C/o. ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana - 384 002
...Complainant
V/s.

The Director (Personnel/HR),
ONGC Ltd. Telbhavan,
Dehradun- 248 003
...Opponent

APPEARANCE:

Complainant : Shri R. C. Shukla
Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33A of the Industrial Disputes Act, Sraying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition.

Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as an old I.T.C.No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule-IV of I. D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed off accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Dispute Act by the opponent. Looking to the Ex. 6, this complaint become in fructuous and does not survive in law. Hence I pass the following order:

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Date: 10-02-06

Ahmedabad

B. I. KAZI, Presiding Officer

नई दिल्ली, 18 जुलाई, 2006

का.आ. 3288.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी.के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 174/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आईआर (विविध)]

बी. एम. डेविड, अवसर सचिव

New Delhi, the 18th July, 2006

S.O. 3288.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 174/04) of the Central Government Industrial Tribunal-cum-Labour Court Ahmedabad as shown in the annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workman, which was received by the Central Government on 17-7-2006.

[No. L-30025/10/2006-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

SHRI B. I. KAZI (B. Sc., L.L.M.),
Presiding Officer

Com. C. G.I.T.A. No. 174/04 in Reference No. C. G.I.T.A.
No. 201/04.

[Old. Com. No. 128/03 in Reference (L.T.C.) No. 120/99]

Dilip A. Patel

C/o. ONGC Electrical & Allied Staff Association,
19, Pashpukunj Society, Near Sahkar Nagar,

Mahesana - 384 002

....Complainant

V/s.

The Director, (Personnel/ HR)

ONGC Ltd, Telbhavan,

Delhradun- 248 003

...Opponent

APPEARANCE:

Complainant : Shri R. C. Shukla

Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33 A of the Industrial Disputes Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C.No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-05-2002 a copy is enclosed as Annexure B. Thus the intention of change of time bound promotion policy is change of service condition as per Section 9A and Schedule-IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No.120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied

by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed off accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become in fruituous and does not survive in law. Hence I pass the following order:

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Date: 09-02-06

Ahmedabad

B. I. KAZI, Presiding Officer

नई दिल्ली, 18 जुलाई, 2006

का.आ. 3289.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी.के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्विष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय अहमदाबाद के पंचाट (संदर्भ संख्या 176/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आईआर(विधि)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2006

S.O. 3289.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 176/04) of the Central Government Industrial Tribunal-cum-Labour Court Ahmedabad as shown in the annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workman, which was received by the Central Government on 17-7-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT OF INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

SHRI B. I. KAZI (B. Sc., L.L.M.),

Presiding Officer

Com. C. G.I.T.A. No. 176/04 In Reference No. C. G.I.T.A. No. 201/04.

[Old. Com. No. 130/03 in Reference (I.T.C.) No. 120/99]

O.P. Pandey,

C/o. ONGC Electrical & Allied Staff Association,

19, Pushpkunj Society, Near Sahkar Nagar,

Mahesana - 384 002

... Complainant

V/s.

The Director, (Personnel/HR)

ONGCLtd, Telbhavan,

Dehradun-248 003

... Opponent

APPEARANCE:

Complainant : Shri R. C. Shukla

Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33 A of the Industrial Dispute Act, Praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C.No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years the workman is getting promotion to next higher post and it is the timebound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9A and Schedule-IV of I. D. Act, 1947. Thus it is prayed that the

Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of sections 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No.120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of section 33 of the J.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed off accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of section 33. Thus there is no violation of section 33 of the Industrial Dispute Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order:

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaints hereby disposed of. No order as to cost.

Date: 10-02-06

Ahmedabad

B. I. KAZI, Presiding Officer

नई दिल्ली, 18 जुलाई, 2006

का.आ.3290.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी.के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 177/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आईआर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2006

S.O. 3290.—In Pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.177/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workman, which was received by the Central Government on 17-7-2006

[No. L-30025/10/2006-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

SHRI B. I. KAZI (B.Sc., L.L.M),
Presiding Officer

Com. C. G.I.T.A. No. 177/04 In Reference No. C. G.I.T.A.
No. 201/04.

[Old. Com. No. 131/03 in Reference (I.T.C.) No. 120/99]

M.N.G. Joshi,
C/o. ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana - 384 002 ...Complainant
V/s.

The Director, (Personnel/ HR)
ONGC Ltd, Telbhavan,
Dehradun- 248 003Opponent

APPEARANCE:

Complainant : Shri R.C. Shukla
Opponent : Shri KV. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33A of the Industrial Dispute Act, Praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of

service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per section 9-A and Schedule-IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of sections 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension—assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed off accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of section 33. Thus there is no violation of section 33 of the Industrial Dispute Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order :

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Date : 10-02-06
Ahmedabad

B. I. KAZI, Presiding Officer

नई दिल्ली, 18 जुलाई, 2006

का.आ. 3291.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, श्रम न्यायालय अहमदाबाद के पंचाट (संदर्भ संख्या 178/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आईआर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2006

S.O. 3291.—In Pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 178/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workman, which was received by the Central Government on 17-7-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

SHRI B. I. KAZI (B. Sc., L.L.M),
Presiding Officer

Com. C. G.I.T.A. No. 178/04 In Reference No. C. G.I.T.A.
No. 201/04.

[Old. Com. No. 132/03 in Reference (I.T.C.) No. 120/99]

G.L. Patel,
C/o. ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana - 384 002 ...Complainant

V/s.

The Director, (Personnel/ HR)
ONGC Ltd, Telbhavan,
Dehradun- 248 003 ...Opponent

APPEARANCE:

Complainant : Shri R. C. Shukla
Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33 A of the Industrial Disputes Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C.No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per section 9-A and Schedule-IV of I. D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has

not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No.120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed off accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of section 33. Thus there is no violation of section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaints become infructuous and does not survive in law. Hence I pass the following order:

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Date: 13-02-06

Ahmedabad

B.I. KAZI, Presiding Officer

नई दिल्ली, 18 जुलाई, 2006

का.आ. 3292.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी.के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 179/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आईआर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2006

S.O. 3292.—In Pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 179/04) of the Central Government Industrial Tribunal-cum-Labour Court Ahmedabad as shown in the annexure in the Industrial Dispute between the employers in relation to the management of O.N. G. C. and their workmen, which was received by the Central Government on 17-7-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

SHRI B. I. KAZI (B. Sc., L.L.M),
Presiding Officer

Com. C. G.I.T.A. No. 179/04 in Reference No. C.
G.I.T.A. No. 201/04.

[Old. Com. No. 133/03 in Reference (I.T.C.) No. 120/99]

P.N. Shah,
C/o. ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana - 384 002Complainant

V/s.

The Director, (Personnel/HR),
ONGC Ltd, Tefbhavan,
Dehradun- 248 003Opponent

APPEARANCE:

Complainant : Shri R. C. Shukla
Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33 A of the Industrial Disputes Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C.No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the

service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per section 9-A and Schedule-IV of I. D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of sections 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed off accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed

any breach of section 33. Thus there is no violation of section 33 of the Industrial Dispute Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order :

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint hereby disposed of. No order as to cost.

Date: 14-2-2006

Ahmedabad

B. I. KAZI, Presiding Officer

नई दिल्ली, 18 जुलाई, 2006

का.आ. 3293.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबंध निर्यातकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 58/05) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आईआर(विधि)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2006

S.O. 3293.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 58/05) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workman, which was received by the Central Government on 17-7-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

SHRI B. I. KAZI (B. Sc., L.L.M.),
Presiding Officer

Com. C.G.I.T.A. No. 58/05 In Reference C.G.I.T.A.
No. 1476/04

Shalish Kumar J. Patel,
ONGCE Employees Mazdoor Sabha
Sharm Sadhana, Opp. Police Parade Ground,
Raopura Baroda. ...Complainant

V/s.

Executive Director,
ONGCL, WRWC, Makarpura Road,
Baroda.

The Dy. Group General Manager,
I/c. Here ONGC
Regional Office, W.R.
Makarpura Road,
Baroda

Executive Director,
ONGC, Mehsana Asst.
KDM Bhavan, Palavasna,
Mehsana, North Gujarat.

...Opponent

APPEARANCE:

Complainant : Shri G. K. Pillai
Opponent : Shri Ajaya Mehta,
Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint in Reference C.G.I.T.A No. 1476/04 against the opponent under section 33 of the Industrial Dispute Act, and prayed that the respondent employers may be directed to reinstate the above workman with immediate effect on the same terms and condition as existed on 31-12-2004 with full benefit of back wages and other benefits. And to pay subsistence allowances from the date of such removal from till this complaint is decided and final order passed by this Tribunal. The brief facts are that the appointment of these employees were on fixed terms basis which are illegal and unlawful. After following the regular selection process and the appointments were against permanent vacancies. Discontinue of employment during the pendency of the proceeding before the Tribunal, amount to change of service condition as envisaged in section 33 of the Industrial Dispute Act. There was contravention of section 33 and terminated in breach of standing orders. The works is of perennial natural section 25 F was not followed and the services of the complainant cannot be ended without following due process of law. Thus he prays as per para 17 of the complainant. By Ex. 2 interim relief application was given. A notice was issued to the respondent by Ex. 3. And by Ex. 5 the opponents submitted the written statement. The brief facts of written statement are that the tenure basis appointment was given for 4 years, as per the recruitment of the opponents. It was known to the appointees and in the appointment order it was specifically mentioned. Thus the averments made in the complaint were denied by the opponents. It is prayed that the complainant is not entitled to get any relief, hence it shall be rejected with cost.

2. During the course of proceeding by Ex. 7. The complainant gave an application to the withdraw the complaint.

3. Looking to the facts of Ex. 7, the complainant was allowed to withdraw the complaint. Hence, I hereby pass the following order:

ORDER

The complainant is allowed to withdraw the complaint. The complaint is disposed of. No order as to cost.

Date: 25-10-2005

Ahmedabad

B. I. KAZI, Presiding Officer

नई दिल्ली, 18 जुलाई, 2006

का.आ. 3294.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधकों के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 57/05) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आईआर(विधि)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2006.

S.O. 3294.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 57/05) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workman, which was received by the Central Government on 17-7-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID; Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

SHRI B. I. KAZI (B. Sc., L.L.M.),
Presiding Officer

Com. C.G.I.T.A. No. 57/05 in Reference C.G.I.T.A. No.
1476/04

Shalish Kumar J. Patel,
ONGCE, Employees Mazdoor Sabha
Sharm Sadhana, Opp. Police Parade Ground,
Raopura Baroda.Complainant

V/s.

Executive Director,
ONGCL, WRWC, Makarpura Road,
Baroda.

The Dy. Group General Manager
I/c. Here ONGC
Regional Office, W.R.
Makarpura Road, Baroda.
Executive Director,
ONGC, Mehsana Asst.
KDM Bhavan, Palavasna,
Mehsana, North Gujarat.Opponent

APPEARANCE:

Complainant : Shri G. K. Pillai
Opponent : Shri Ajay Mehta,
Shri K. V. Gadha

ORDER

1. The complainant has filed this compliant in Reference C.G.I.T.A No. 1476/04 against the opponent under section 33 of the Industrial Dispute Act, and prayed that the respondent employers may be directed to reinstate the above workman with immediate effect on the same terms and condition as existed on 31-12-2004 with full benefit of back wages and other benefits. And to pay subsistence allowances from the date of such removal from till this complaint is decided and final order passed by this Tribunal. The brief facts are that the appointment of these employees were on fixed terms basis which are illegal and unlawful. After following the regular selection process and the appointments were against permanent vacancies. Discontinue of employment during the pendency of the proceeding before the Tribunal, amount to change of service condition as envisaged in section 33 of the Industrial Dispute Act. There was contravention of section 33 and terminated in breach of standing orders. The works is of perennial natural section 25 F was not followed and the services of the complainant cannot be ended without following due process of law. Thus he prays as per para 17 of the complainant. By Ex. 2 interim relief application was given. A notice was issued to the respondent by Ex. 3. And by Ex. 5 the opponents submitted the written statement. The brief facts of written statement are that the tenure basis appointment was given for 4 years, as per the recruitment of the opponents. It was known to the appointees and in the appointment order it was specifically mentioned. Thus the averments made in the complaint were denied by the opponents. It is prayed that the complainant is not entitled to get any relief, hence it shall be rejected with cost.

2. During the course of proceeding by Ex. 7. The complainant gave an application to the withdraw the complaint.

3. Looking to the facts of Ex. 7, the complainant was allowed to withdraw the complaint. Hence, I hereby pass the following order:

ORDER

The complainant is allowed to withdraw the complaint. The complaint is disposed of. No order as to cost.

Date: 25-10-05
Ahmedabad

B. I. KAZI, Presiding Officer

नई दिल्ली, 18 जुलाई 2006

का.आ 3295.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 12 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी.के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 56/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आईआर (विविध)]
बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2006

S.O. 3295.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 56/2005) of the Central Government Industrial Tribunal-cum-Labour Court Ahmedabad as shown in the annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workman, which was received by the Central Government on 17-7-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

SHRI B. I. KAZI (B. Sc., L.L.M.),
Presiding Officer

Com. C. G.I.T.A. No. 56/05 (in Reference No.
C.G.I.T.A. No. 1476/04)

Jagdish Kumar H. Barot
ONGCE Employees Mazdoor Sabha
Sharm Sadhana, Opp. Police Parade Ground,
Raopura Baroda ...Complainant

V/s.

Executive Director,
ONGCL WRWC, Makarpura Road,
Baroda.

The Dy. Group General Manager,
I/c. Here ONGC
Regional Office, W.R.
Makarpura Road, Baroda.

Executive Director,
ONGC, Mehsana Asst.
CDM Bhavan, Palavasna,
Mehsana, North Gujarat.

...Opponent

APPEARANCES:

Complainant : Shri G. K. Pillai.
Opponent : Shri Ajay Mehta,
Shri K. V. Gadhia.

ORDER

1. The complainant has filed this complaint in Reference C.G.I.T.A. No. 1476/04 against the opponent under section 33 of the Industrial Dispute Act, and prayed that the respondent employers may be directed to reinstate the above workman with immediate effect on the same terms and condition as existed on 31-12-2004 with full benefit of back wages and other benefits. And to pay subsistence allowances from the date of such removal from till this complaint is decided and final order passed by this Tribunal. The brief facts are that the appointment of these employees were on fixed terms basis which are illegal and unlawful. After following the regular selection process and the appointments were against permanent vacancies. Discontinue of employment during the pendency of the proceeding before the Tribunal, amount to change of service condition as envisaged in Section 33 of the Industrial Dispute Act. There was contravention of Section 33 and terminated in breach of standing orders. The works of perennial nature Section 25 F was not followed and the services of the complainant can not be ended without following due process of law. Thus he prays as per para 17 of the complainant. By Ex. 2 interim relief application was given. A notice was issued to the respondent by Ex. 3. And by Ex. 5 the opponents submitted the written statement.

The brief facts of written statement are that the tenure basis appointment was given for 4 years, as per the recruitment of the opponents. It was known to the appointees and in the appointment order it was specifically mentioned. Thus the averments made in the complaint were denied by the opponents. It is prayed that the complainant is not entitled to get any relief, hence, it shall be rejected with cost.

2. During the course of proceeding by Ex. 7. The complainant gave an application to the withdraw the complaint.

3. Looking to the facts of Ex. 7, the complainant was allowed to withdraw the complaint. Hence, I hereby pass the following order :

ORDER

The complainant is allowed to withdraw the complaint. The complaint is disposed off. No order as to cost.

Date: 24-10-2005
Ahmedabad

B. I. KAZI, Presiding Officer

नई दिल्ली, 18 जुलाई, 2006

का.आ. 3296.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 55/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2006

S.O 3296.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the award (Ref. No. 55/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workman, which was received by the Central Government on 17-7-2006.

[No. L-30025/10/2006-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
AHMEDABAD

PRESENT:

Shri B.I. Kazi (B.Sc., L.L.M.), Presiding Officer,

Com. C.G.I.T.A. No. 55/05

(In Reference C.G.I.T.A. 1476/04)

Bharat G. Parmar
ONGCE Employees Mazdoor Sabha,
Sharm Sadhana,
Opp. Police Parade Ground,
Raopura Baroda.Complainant

V/s.

Executive Director,
ONGCL, WRWC,
Makarpura Road,
Baroda.

The Dy. Group General Manager,
I/c. Here ONGC, Regional Office, W.R.,
Makarpura Road,
Baroda.

Executive Director,
ONGC, Mehsana Asst.,
KDM Bhavan,
Palavasna, Mehsana,
North Gujarat.Opponent

APPEARANCES:

Complainant : Shri G.K. Pillai
Opponent : Shri Ajay Mehta,
Shri K.V. Gadhia.

ORDER

1. The complainant has filed this complaint in Reference C.G.I.T.A. No. 1476/04 against the opponent under Section 33 of the Industrial Dispute Act, and prayed that the respondent employers may be directed to reinstate the above workman with immediate effect on the same terms and condition as existed on 31-12-2004 with full benefit of back wages and other benefits. And to pay subsistence allowances from the date of such removal from till this complaint is decided and final order passed by this Tribunal. The brief facts are that the appointment of these employees were on fixed terms basis which are illegal and unlawful. After following the regular selection process and the appointments were against permanent vacancies. Discontinue of employment during the pendency of the proceeding before the Tribunal, amount to change of service condition as envisaged in Section 33 of the Industrial Disputes Act. There was contravention of Section 33 and terminated in breach of standing orders. The works is of perennial nature. Section 25 F was not followed and the services of the complainant can not be ended without following due process of law. Thus he prays as per para 17 of the complainant. By Ex. 2 interim relief application was given. A notice was issued to the respondent by Ex. 3. And by Ex. 5 the opponents submitted the written statement.

The brief facts of written statement are that the tenure basis appointment was given for 4 years, as per the recruitment of the opponents. It was known to the appointees and in the appointment order it was specifically mentioned. Thus the averments made in the complaint were denied by the opponents. It is prayed that the complainant is not entitled to get any relief, hence, it shall be rejected with cost.

2. During the course of proceedings by Ex. 7. The complainant gave an application to the withdraw the complaint.

3. Looking to the facts of Ex. 7, the complainant was allowed to withdraw the complaint. Hence, I hereby pass the following order :

ORDER

The complainant is allowed to withdraw the complaint. The complaint is disposed of. No. order as to cost.

Date : 24-10-2005

Ahmedabad

B.I. KAZI, Presiding Officer.

नई दिल्ली, 18 जुलाई, 2006

का.आ. 3297.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 54/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2006

S.O. 3297.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the award (Ref. No. 54/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workman, which was received by the Central Government on 17-7-2006.

[No. L-30025/10/2006-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

Present :

Shri B.I. Kazi (B.Sc., L.L.M.), Presiding Officer

Com. C.G.I.T.A. No. 54/05

(In Reference C.G.I.T.A. 1476/04)

Imtiyaz Bhai G. Vora

ONGC Employees Mazdoor Sabha,

Sharm Sadhana,

Opp. Police Parade Ground,

Raopura Baroda,

.....Complainant

V/s.

Executive Director,

ONGCL, WRWC,

Makarpura Road,

Baroda.

The Dy. Group General Manager,

I/c. Here ONGC,

Regional Office, W.R.,

Makarpura Road,

Baroda.

Executive Director,

ONGC, Mehsana Asst.,

KDM Bhavan,

Palavasna, Mehsana,

North Gujarat.

.....Opponent

Appearances :

Complainant : Shri G.K. Pillai

Opponent : Shri Ajay Mehta,
Shri K.V. Gadhia.

ORDER

1. The complainant has filed this compliant in Reference C.G.I.T.A. No. 1476/04 against the opponent under section 33 of the Industrial Disputes Act, and prayed that the respondent employers may be directed to reinstate the above workman with immediate effect on the same terms and condition as existed on 31-12-2004 with full benefit of back wages and other benefits. And to pay subsistence allowances from the date of such removal from till this complaint is decided and final passed by this Tribunal. The brief facts are that the appointment of these employees were on fixed terms basis which are illegal and unlawful. After following the regular selection process and the appointments were against permanent vacancies. Discontinue of employment during the pendency of the proceeding before the Tribunal, amount to change of service condition as envisaged in section 33 of the Industrial Disputes Act. There was contravention of section 33 and terminated in breach of standing orders. The works is of perennial nature section 25 F was not followed and the services of the complainant cannot be ended without following due process of law. Thus he prays as per para 17 of the complaint. By Ex. 2 interim relief application was given. A notice was issued to the respondent by Ex. 3. And by Ex. 5 the opponents submitted the written statement.

The brief facts of written statement are that the tenure basis appointment was given for 4 years, as per the recruitment of the opponents. It was known to the appointees and in the appointment order it was specifically mentioned. Thus the averments made in the complaint were denied by the opponents. It is prayed that the complainant is not entitled to get any relief, hence it shall be rejected with cost.

2. During the course of proceeding by Ex. 7. The complainant gave an application to the withdraw the complaint.

3. Looking to the facts of Ex. 7, the complainant was allowed to withdraw the complaint. Hence, I here pass the following order :

ORDER

The complainant is allowed to withdraw the complaint. The complaint is disposed of. No order as to cost.

Date : 24-10-2005

Ahmedabad

B.I. KAZI, Presiding Officer

नई दिल्ली, 18 जुलाई, 2006

क्र.आ 3298.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 53/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2006

S.O. 3298.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the award (Ref. No. 53/2005) of the Central Government Industrial Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. C. G. and their workman, which was received by the Central Government on 17-7-2006.

[No. L-30025/10/2006-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT AHMEDABAD

Present :

Shri B.I. Kazi (B.Sc., L.L.M.), Presiding Officer

Com. C.G.I.T.A. No. 53/05

(In Reference C.G.I.T.A. 1476/04)

Jintendra H. Patel

ONGC Employees Mazdoor Sabha,

Sharm Sadhana,

Opp. Police Parade Ground,

Raopura Baroda,

.....Complainant

V/s.

Executive Director,

ONGCL, WRWC,

Makarpura Road,

Baroda.

The Dy. Group General Manager,

I/c. Here ONGC,

Regional Office, W.R.,

Makarpura Road,

Baroda.

Executive Director,

ONGC, Mehsana Asst.,

KDM Bhavan,

Palavasna, Mehsana,

North Gujarat.

.....Opponent

Appearances :

Complainant : Shri G.K. Pillai

Opponent : Shri Ajay Mehta,
Shri K.V. Gadhia

ORDER

1. The complainant has filed this complaint in Reference C.G.I.T.A. No. 1476/04 against the opponent under section 33 of the Industrial Disputes Act, and prayed that the respondent employers may be directed to reinstate the above workman with immediate effect on the same terms and condition as existed on 31-12-2004 with full benefit of back wages and other benefits. And to pay subsistence allowances from the date of such removal from till this complaint is decided and final passed by this Tribunal. The brief facts are that the appointment of these employees were on fixed terms basis which are illegal and unlawful. After following the regular selection process and the appointments were against permanent vacancies. Discontinue of employment during the pendency of the proceeding before the Tribunal, amount to change of service condition as envisaged in section 33 of the Industrial Disputes Act. There was contravention of section 33 and terminated in breach of standing orders. The works is of perennial nature section 25F was not followed and the services of the complainant cannot be ended without following due process of law. Thus he prays as per para 17 of the complaint. By Ex. 2 interim relief application was given. A notice was issued to the respondent by Ex. 3. And by Ex. 5 the opponents submitted the written statement.

The brief facts of written statement are that the tenure basis appointment was given for 4 years, as per the recruitment of the opponents. It was known to the appointees and in the appointment order it was specifically mentioned. Thus the averments made in the complaint were denied by the opponents. It is prayed that the complainant is not entitled to get any relief, hence it shall be rejected with cost.

2. During the course of proceeding by Ex. 7. The complainant gave an application to the withdraw the complaint.

3. Looking to the facts of Ex. 7, the complainant was allowed to withdraw the complaint. Hence, I here pass the following order :

ORDER

The complainant is allowed to withdraw the complaint. The complaint is disposed of. No order as to cost.

Date : 24-10-2005

Ahmedabad

B.I. KAZI, Presiding Officer.

नई दिल्ली, 18 जुलाई, 2006

का.आ. 3299.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 52/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2006

S.O. 3299.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 52/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workman, which was received by the Central Government on 17-7-2006.

[No. L-30025/10/2006-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

Present :

Shri B.I. Kazi (B.Sc., L.L.M.), Presiding Officer

Com. C.G.I.T.A. No. 52/2005

(In Reference C.G.I.T.A. 1476/2004)

Sanjay S. Kokate
ONGCE Employees Mazdoor Sabha,
Sharm Sadhana,
Opp. Police Parade Ground,
Raopura Baroda,
V/s.

.....Complainant

Executive Director,
ONGCL, WRWC,
Makarpura Road,
Baroda.

The Dy. Group General Manager,
I/c. Here ONGC,
Regional Office, W.R.,
Makarpura Road,
Baroda.

Executive Director,
ONGC, Mehsana Asstt.,
KDM Bhavan,

Palavasna, Mehsana,
North Gujarat.

....Opponent

Appearance :

Complainant : Shri G.K. Pillai

Opponent : Shri Ajay Mehta,
Shri K.V. Gadhia,

ORDER

1. The complainant has filed this compliant in Reference C.G.I.T.A. No. 1476/2004 against the opponent under Section 33 of the Industrial Dispute Act, and prayed that the respondent employers may be directed to reinstate the above workman with immediate effect on the same terms and condition as existed on 31-12-2004 with full benefit of back wages and other benefits. And to pay subsistence allowances from the date of such removal from till this complaint is decided and final order passed by this Tribunal. The brief facts are that the appointment of these employees were on fixed terms basis which are illegal and unlawful. After following the regular selection process and the appointments were against permanent vacancies. Discontinue of employment during the pendency of the proceeding before the Tribunal, amount to change of service condition as envisaged in Section 33 of the Industrial Dispute Act. There was contravention of Section 33 and terminated in breach of standing orders. The works is of perennial nature Section 25F was not followed and the services of the complainant cannot be ended without following due process of law. Thus he prays as per para 17 of the complainant. By Ex. 2 interim relief application was given. A notice was issued to the respondent by Ex. 3. And by Ex. 5 the opponents submitted the written statement.

2. The brief facts of written statement are that the tenure basis appointment was given for 4 years, as per the recruitment of the opponents. It was known to the appointees and in the appointment order it was specifically mentioned. Thus the averments made in the complaint were denied by the opponents. It is prayed that the complainant is not entitled to get any relief, hence it shall be rejected with cost.

3. During the course of proceeding by Ex. 7. The complainant gave an application to the withdraw the complaint.

4. Looking to the facts of Ex. 7, the complainant was allowed to withdraw the complaint. Hence, I hereby pass the following order :

ORDER

The complainant is allowed to withdraw the complaint. The complaint is disposed off. No order as to cost.

Date : 20-10-2005

Ahmedabad

B.I. KAZI, Presiding Officer.

नई दिल्ली, 18 जुलाई, 2006

का.आ. 3300-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 51/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आईआर (विधि)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2006

S.O. 3300.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947) the Central Government hereby publishes the award (Ref. No. 51/2005) of the Central Govt. Industrial Tribunal-cum-Labour Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O.N.G.C. and their workman, which was received by the Central Government on 17-7-2006.

[No. L-30025/10/2006-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT AHMEDABAD

Present :

Shri B.I. Kazi (B.Sc., L.L.M.), Presiding Officer

Com. C.G.I.T.A. No. 51/2005

(In Reference C.G.I.T.A. 1476/2004)

Brijesh N. Dave

ONGCE Employees Mazdoor Sabha,

Sharm Sadhana,

Opp. Police Parade Ground,

Raopura Baroda

.....Complainant

V/s.

Executive Director,

ONGCL, WRWC,

Makarpura Road,

Baroda.

The Dy. Group General Manager,

I/c. Here ONGC,

Regional Office, W.R.,

Makarpura Road,

Baroda.

Executive Director,

ONGC, Mehsana Asstt.,

KDM Bhavan,

Palavasna, Mehsana,

North Gujarat.

....Opponent

Appearance :

Complainant : Shri G.K. Pillai

Opponent : Shri Ajay Mehta,
Shri K.V. Gadhia.

ORDER

1. The complainant has filed this complaint in Reference C.G.I.T.A. No. 1476/2004 against the opponent under Section 33 of the Industrial Dispute Act, and prayed that the respondent employers may be directed to reinstate the above workman with immediate effect on the same terms and condition as existed on 31-12-2004 with full benefit of back wages and other benefits. And to pay subsistence allowances from the date of such removal from till this complaint is decided and final order passed by this Tribunal. The brief facts are that the appointment of these employees were on fixed terms basis which are illegal and unlawful. After following the regular selection process and the appointments were against permanent vacancies. Discontinue of employment during the pendency of the proceeding before the Tribunal, amount to change of service condition as envisaged in Section 33 of the Industrial Dispute Act. There was contravention of Section 33 and terminated in breach of standing orders. The works is of perennial nature. Section 25F was not followed and the services of the complainant cannot be ended without following due process of law. Thus he prays as per para 17 of the complaint. By Ex. 2 interim relief application was given. A notice was issued to the respondent by Ex. 3. And by Ex. 5 the opponents submitted the written statement.

2. The brief facts of written statement are that the tenure basis appointment was given for 4 years, as per the recruitment of the opponents. It was known to the appointees and in the appointment order it was specifically mentioned. Thus the averments made in the complaint were denied by the opponents. It is prayed that the complainant is not entitled to get any relief, hence it shall be rejected with cost.

3. During the course of proceeding by Ex. 7. The complainant gave an application to the withdraw the complaint.

4. Looking to the facts of Ex. 7, the complainant was allowed to withdraw the complaint. Hence, I hereby pass the following order :

ORDER

The complainant is allowed to withdraw the complaint. The complaint is disposed off. No order as to cost.

Date : 19-10-2005

Ahmedabad

B.I. KAZI, Presiding Officer

नई दिल्ली, 18 जुलाई, 2006

का.आ. 3301.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 50/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2006

S.O. 3301.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947) the Central Government hereby publishes the award (Ref. No. 50/2005) of the Central Government Industrial Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O.N.G.C. and their workman, which was received by the Central Government on 17-7-2006.

[No. L-30025/10/2006-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT OF INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT ATAHMEDABAD

PRESENT:

Shri B.I. Kazi (B.Sc., L.L.M.), Presiding Officer.

Com. C.G.I.T.A. No. 50/05

(In Reference C.G.I.T.A. 1476/04)

Manish Kumar B. Prajapati
ONGCE Employees Mazdoor Sabha,
Sharm Sadhana,
Opp. Police Parade Ground,
Raopura Baroda,

....Complainant

V/s.

Executive Director,
ONGCL, WRWC,
Makarpura Road,
Baroda.

The Dy. Group General Manager,
I/c. Here ONGC,
Regional Office, W.R.,
Makarpura Road,
Baroda.

Executive Director,
ONGC, Mahesana Asst.,
KDM Bhavan,
Palavasna, Mahesana,
North Gujarat.

....Opponent

APPEARANCES:

Complainant : Shri G.K. Pillai.
Opponent : Shri Ajay Mehta,
Shri K.V. Gadhia.

ORDER

1. The complainant has filed this compliant in Reference C.G.I.T.A. No. 1476/04 against the opponent under section 33 of the Industrial Disputes Act, and prayed that the respondent employers may be directed to reinstate the above workman with immediate effect on the same terms and condition as existed on 31-12-2004 with full benefit of back wages and other benefits. And to pay subsistence allowances from the date of such removal from till this complaint is decided and final order passed by this Tribunal. The brief facts are that the appointment of these employees were on fixed terms basis which are illegal and unlawful. After following the regular selection process and the appointments were against permanent vacancies. Discontinue of employment during the pendency of the proceeding before the Tribunal, amount to change of service condition as envisaged in Section 33 of the Industrial Disputes Act. There was contravention of Section 33 and terminated in breach of standing orders. The works is of perennial natural Section 25 F was not followed and the services of the complainant can not be ended without following due process of law. Thus he prays as per para 17 of the complainant. By Ex. 2 interim relief application was given. A notice was issued to the respondent by Ex. 3. And by Ex. 5 the oponents submitted the written statement.

2. The brief facts of written statement are that the tenure basis appointment was given for 4 years, as per the recruitment of the opponents. It was known to the appointees and in the appointment order it was specifically mentioned. Thus the averments made in the complaint were denied by the opponents. It is prayed that the complainant is not entitled to get any relief, hence it shall be rejected with cost.

3. During the course of proceedings by Ex. 7. The complainant gave an application to withdraw the complaint.

4. Looking to the facts of Ex. 7, the complainant was allowed to withdraw the complaint. Hence, I here by-pass the following order :

ORDER

The complainant is allowed to withdraw the complaint. The complaint is disposed of. No order as to cost.

Date : 24-10-2005

Ahmedabad

B.I. KAZI, Presiding Officer

नई दिल्ली, 18 जुलाई, 2006

का. आ. 3302.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध निबंधकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचकट (संदर्भ संख्या 49/05) को प्रकाशित करती है जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006—आई अर (विधिव)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2004

S.O. 3302.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 49/05) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O.N.C.G. and their workman, which was received by the Central Government on 17-7-2006.

[No. L-30025/10/2006-IR (M)]

B.M. DAVID, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT AHMEDABAD**

PRESENT:

Shri B. I. KAZI (B.Sc., L.L.M), Presiding Officer

Com. C.G.I.T.A. No. 49/05

(In reference C.G.I.T.A. 1476/04)

Suresh C. Solanki

ONGCE Employees Mazdoor Sabha

Sharm Sadhana, Opp. Police Parade Ground,

Raopura Broda,

...Complaint

V/s.

Executive Director,

ONGCL, WRWC, Makarpura, Road,

Broda.

The Dy. Group General Manager

I/c. Here ONGC

Regional Office, W.R.

Makarpura Road, Broda.

Executive Director,

ONGC, Mahesana Asst.

KDM Bhavan, Palavasana,

Mahesana, North Gujarat.

.....Opponent

APPEARANCES:

Complainant : Shri G.K. Pillai.

Opponent : Shri Ajay Mehta, Shri K. V. Gadhia.

ORDER

1. The complainant has filed this complaint in Reference C.G.I.T.A. No. 1476/04 against the opponent under Section 33 of the Industrial Dispute Act, and prayed that the respondent employers may be directed to reinstate the above workman with immediate effect on the same terms and conditions as existed on 31-12-2004 with full benefit of back wages and other benefits. And to pay subsistence allowances from the date of such removal from till this complaint is decided and final order passed by this tribunal. The brief facts are that the appointment of these employees were on fixed terms basis which are illegal and unlawful. After following the regular selection process and the appointments were against permanent vacancies. Discontinue of employment during the pendency of the proceeding before the Tribunal, amount to change of service condition as envisaged in Section 33 of the Industrial Dispute Act. There was contravention of Section 33 and terminated in breach of standing orders. The works is of perennial natural Section 25 F was not followed and the services of the complainant cannot be ended without following due process of law. Thus he prays as per para 17 of the complaint. By Ex. 2 interim relief application was given. A notice was issued to the respondent by Ex. 3. And by Ex. 5 the opponents submitted the written statement.

The brief facts of written statement are that the tenure basis appointment was given for 4 years, as per the recruitment of the opponents. It was known to the appointees and in the appointment order it was specifically mentioned. Thus the averments made in the complaint were denied by the opponents. It is prayed that the complainant is not entitled to get any relief, hence, it shall be rejected with cost.

3. During the course of proceeding by Ex. 7. The complainant gave an application to withdraw the complaint.

4. Looking to the facts of Ex. 7, the complainant was allowed to withdraw the complaint. Hence, I hereby pass the following order:

ORDER

The complainant, is allowed to withdraw the complaint. The complaint is disposed of. No order as to cost.

Date: 17-10-2005

Ahmedabad

B.I. KAZI, Presiding Officer

नई दिल्ली, 18 जुलाई, 2006

का. आ. 3303.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 48/05) को प्रकाशित करती है जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2006

S.O. 3303.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 48/05) of the Central Government Industrial Tribunal-cum Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ONGC and their workman, which was received by the Central Government on 17-07-2006.

[No. L-30025/10/2006-IR (M)]

B.M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT ATAHMEDABAD

PRESENT:

Shri B. I. Kazi, (B.Sc., L.L.M), Presiding Officer

Com. C.G.I.T.A. No. 48/05

(In reference C.G.I.T.A. 1476/04)

Jitendra G. Bhatia,

ONGCE Employees Mazdoor Sabha

Shram Sadhana, Opp. Police Prade Ground,

Raopura Broda,

....Complainant

V/s.

Executive Director,

ONGCL, WRWC,

Makarpura Road, Baroda.

The Dy. Group General Manager,

I/c. Herr ONGC

Regional Office, W.R.

Makarpura Road, Baroda.

Executive Director,

ONGC, Mehsana Asst.,

KDM Bhavan, Palavasna,

Mehsana, North Gujarat.

.....Opponent

APPEARANCES:

Complainant : Shri G.K. Pillai.

Opponent : Shri Ajay Mehta,
Shri K.V. Gadhia.

ORDER

1. The complainant has filed this complaint in Reference C.G.I.T.A. No. 1476/04 against the opponent under Section 33 of the Industrial Dispute Act, and prayed that the respondent employers may be directed to reinstate the above workman with immediate effect on the same terms and conditions as existed on 31-12-2004 with full benefit of back wages and other benefits. And to pay subsistence allowances from the date of such removal from till this complaint is decided and final order passed by this tribunal. The brief facts are that the appointment of these employees were on fixed terms basis which are illegal and unlawful. After following the regular selection process and the appointments were against permanent vacancies. Discountinue of employment during the pendency of the proceeding before the Tribunal, amount to change of service condition as envisaged in Section 33 of the Industrial Dispute Act. There was contravention of Section 33 and terminated in branch of standing orders. The works is of perennial natural Section 25 F was not followed and the services of the complainant cannot be ended without following due process of law. Thus he prays as per para 17 of the complainant. By Ex. 2 interim relief application was given. A notice was issued to the respondent by Ex. 3. And by Ex. 5 the apponents submitted the written statement.

2. The brief facts of written statement are that the tenure basis appointment was given for 4 years, as per the recruitment of the opponents. It was known to the appointees and in the appointment order it was specifically mentioned. Thus the averments made in the complaint were denied by the opponents. It is prayed that the complainant is not entitled to get any relief, hence, it shall be rejected with cost.

3. During the course of proceeding by Ex. 8. The complainant gave an application to the withdraw the complaint.

4. Looking to the facts of Ex. 8, the complainant was allowed to withdraw the complaint. Hence, I hereby pass the following order:

ORDER

The complaint, is allowed to withdraw the complaint. The complaint is disposed of. No order as to cost.

Date: 17-10-2005

Ahmedabad

B.I. KAZI, Presiding Officer

नई दिल्ली, 18 जुलाई, 2006

का. आ. 3304.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 04/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आईआर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2006

S.O. 3304.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 04/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ONGC and their workman, which was received by the Central Government on 17-7-2006.

[No. L-30025/10/2006-IR (M)]

B.M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
AHMEDABAD

PRESENT:

Shri B. I. KAZI (B.Sc., L.L.M), Presiding Officer

Com. C.G.I.T.A. No. 04/005
(In reference C.G.I.T.A. 124/04)

Raval Rajebdrakumar R.
Through Shri A.S. Kapoor,
Chairman ONGC Employees Union,
8- Samarpan Shopping Complex,
High Way Road, Mahesana. Complainant

V/s.

The Group General Manager (P)
ONGCL, Mahesana
Executive Director,
ONGCL, Baroda
The Secretary,
Chansma Talku Saroday,
Majdoor Kamdar Sahkari Mandli Ltd.,
Mahesana & others

....Opponent

APPEARANCES:

Complainant : Shri A.S. Kapoor.

Opponent : Shri K. V. Gandhi

ORDER

1. The complainant has filed this compliant in Reference C.G.I.T.A. No. 124/04, against the opponents and prayed to pass such order as it may deem fit and proper regarding the termination of the complainant. The brief facts are that the complainant is in the continuous employment of opponent No. 1 w.e.f. 09-10-1988. Reference C.G.I.T.A. No. 124/04 and old I.T.C. No. 105/98 pending before this Tribunal. Services have been terminated illegally by the opponent on 01-12-2004. He has stated the ground for this complaint in para 9 of the complaint.

2. A notice was issued to the opponent to file a reply. The opponent No. 1 has submitted written Statement by Ex. 5. The brief facts are that corporation has not contravened any provisions of Section 33 of the Industrial Dispute Act, Hence, the complaint is not maintainable. The complainant is not a concerned workman. There is a mis-joinder of a party and non-joinder of necessary party. No relation of master and servant between the parties. The complainant is not a workman under Section 2(s) of the Industrial Dispute Act & under Section 2(k) of the Industrial Dispute Act. The contentions of para 1 to 10 of the complaint are hereby denied. The complainant was appointed by the contractor. The complainant not entitled to get any relief. Hence the complaint must be rejected with cost.

3. During the course of adjudication the opponent No. 9 has submitted a purshish Ex. 6 by which he undertakes to take back the workman of data entry job immediately with continuity of service. Hence by Ex. 7 looking to this fact of Ex. 6 the union gave an application to withdraw the complaint. Looking to this fact I hereby pass the following order :

ORDER

The complainant is allowed to withdraw the complaint. The opponent No. 9 is hereby direct to take back the concerned workman on data entry job immediately with continuity of services.

Date: 13-10-2005

Ahmedabad

B.I. KAZI, Presiding Officer

नई दिल्ली, 18 जुलाई, 2006

का. आ.3305—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 03/005) को प्रकटित करती है जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2006

S.O. 3305.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 03/005) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O.N.G.C. and their workman, which was received by the Central Government on 17-7-2006.

[No. L-30025/10/2006-IR (M)]

B.M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

Shri B. I. KAZI (B.Sc., L.L.M), Presiding Officer

Com. C.G.I.T.A. No. 03/005
In reference C.G.I.T.A. 124/04

Prahaladbhai Ramabhai Rathod
Through Shri A.S. Kapoor,
Chairman ONGC Employees Union,
8-Samarpan Shopping Complex, High Way Road,
Mehsana.

Complainant....

V/s.

The Group General Manager (P),
ONGCL, Mehsana,

Executive Director,
ONGCL, Baroda,

The Secretary,

Chansma Talku Saroday

Majdoor Kamdar Sahkari Mandli Ltd., Mahesana & Others

Opponent.....

APPEARANCES:

Complainant : Shri A.S. Kapoor

Opponent : Shri K.V. Gadthia

ORDER

1. The complainant has filed this compliant in Reference C.G.I.T.A. No. 124/04, against the opponents and prayed to pass such order as it may deem fit and proper regarding the termination of the complainant. The brief facts are that the complainant is in the continuous employment of opponent No. 1 w.e.f. 09/10/1988. Reference C.G.I.T.A. No. 124/04 and old I.T.C. No.105/98 pending before this Tribunal. Services have been terminated illegally by the opponent on 01/12/2004. He has stated the ground for this complaint in para 9 of the complaint.

2. A notice was issued to the opponent to file a reply. The opponent No.1 has submitted written Statement by Ex. 5. The brief facts are that corporation has not contravened any provisions of section 33 of the Industrial Dispute Act. Hence the complaint is not maintainable. The complainant is not a concerned workman. There is a mis-joinder of a party and non-joinder of necessary party. No relation of master and servant between the parties. The complainant is not a workman under section 2(s) of the Industrial Dispute Act, & under section 2 (k) of the Industrial Dispute Act. The contentions of para 1 to 10 of the complaint are hereby denied. The complainant was appointed by the contractor. The complainant not entitled to get any relief. Hence the complaint must be rejected with cost.

3. During the course of adjudication the opponent No. 9 has submitted a purshish Ex. 6 by which he undertakes to take back the workman of data entry job immediately with continuity of service. Hence by Ex. 7 looking to this fact of Ex. 6 the union gave an application to withdraw the complaint. Looking to this fact I hereby pass the following order :

ORDER

The complainant is allowed to withdraw the complaint. The opponent No. 9 is hereby direct to take back the concerned workman on data entry job immediately with continuity of services.

Date : 12-10-05

Ahmedabad

B.I. KAZI, Presiding Officer

नई दिल्ली, 18 जुलाई, 2006

का. आ. 3306—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबंध निर्यातकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 02/05) को प्रकाशित करती है जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2006

S.O. 3306.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 02/05) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O.N.G.C. and their workmen, which was received by the Central Government on 17-07-2006.

[No. L-30025/10/2006-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT AHMEDABAD

PRESENT:

Shri B. I. KAZI (B.Sc., L.L.M), Presiding Officer

Com. C.G.I.T.A. No. 02/05
(In reference C.G.I.T.A. 124/04)

Rameshchandra P. Panchal
Through Shri A.S. Kapoor,
Chairman ONGC Employees Union,
8-Samarpan Shopping Complex, High Way Road,
Mehsana.

—Complainant

V/s

The Group General Manager (P),
ONGCL, Mehsana,

Executive Director,
ONGCL, Baroda,

The Secretary,
Chansma Taluk Saroday
Majdoor Kamdar Sahkari Mandli Ltd.,
Mahesana & others

—Opponent

APPEARANCES:

Complainant
Opponent

Shri A.S. Kapoor
Shri K.V. Gadha

ORDER

1. The complainant has filed this complaint in Reference C.G.I.T.A. No. 124/04, against the opponents and prayed to pass such order as it may deem fit and proper regarding the termination of the complainant. The brief facts are that the complainant is in the continuous employment of opponent No. 1 w.e.f. 09-10-1988: Reference C.G.I.T.A. No. 124/04 and old I.T.C. No. 105/98 pending before this Tribunal. Services have been terminated illegally by the opponent on 01-12-2004. He has stated the ground for this complaint in para 9 of the complaint.

2. A notice was issued to the opponent to file a reply. The opponent No. 1 has submitted written Statement by Ex. 5. The brief facts are that corporation has not contravened any provisions of Section 33 of the Industrial Dispute Act. Hence the complaint is not maintainable. The complainant is not a concerned workman. There is a mis-joinder of a party and non-joinder of necessary party. No relation of master and servant between the parties. The complainant is not a workman under Section 2(s) of the Industrial Dispute Act, & under Section 2 (k) of the Industrial Dispute Act. The contentions of para 1 to 10 of the complaint are hereby denied. The complainant was appointed by the contractor. The complainant not entitled to get any relief. Hence the complaint must be rejected with cost.

3. During the course of adjudication the opponent No. 9 has submitted a purshish Ex. 6 by which he undertakes to take back the workman of data entry job immediately with continuity of service. Hence by Ex. 7 looking to this fact of Ex. 6 the union gave an application to withdraw the complaint. Looking to this fact I hereby pass the following order:

ORDER

The complainant is allowed to withdraw the complaint. The opponent No. 9 is hereby direct to take back the concerned workman on data entry job immediately with continuity of services.

Date: 12-10-05

Ahmedabad

B.I. KAZI, Presiding Officer

नई दिल्ली, 18 जुलाई, 2006

का. आ. 3307—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबंध निर्यातकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 01/05) को प्रकाशित करती है जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आईआर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2006

S.O. 3307.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 01/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O.N.G.C. and their workman, which was received by the Central Government on 17-07-2004.

[No. L-30025/10/2006-IR (M)]

B.M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

Shri B. I. KAZI (B.Sc., L.L.M.)

Presiding Officer

Com. C.G.I.T.A. No. 01/05

(In reference C.G.I.T.A. No. 124/2004)

Suresh Chand Pal
Through Shri A.S. Kapoor,
Chairman ONGC Employees Union,
8-Samarpan Shopping Complex, High Way Road,
Mehsana:

Complainant

V/s

The Group General Manager (P),
ONGCL, Mehesana,

Executive Director,
ONGCL, Baroda,

The Secretary,

Chansma Talku Saroday

Majdoor Kamdar Sahkari Mandli Ltd.,
Mahesana & others

Opponent

APPEARANCES:

Complainant : Shri A.S. Kapoor

Opponent : Shri K.V. Gadhia

ORDER

1. The complainant has filed this compliant in Reference C.G.I.T.A. No. 124/04, against the opponents and prayed to pass such order as it may deem fit and proper regarding the termination of the complainant. The brief facts are that the complainant is in the continuous employment of opponent No. 1 w.e.f. 09/10/1988. Reference C.G.I.T.A. No. 124/04 and old I.T.C. No. 105/98 pending before this Tribunal. Services have been terminated illegally by the opponent on 01/12/2004. He has stated the ground

for this complaint in para 9 of the complaint.

2. A notice was issued to the opponent to file a reply. The opponent No. 1 has submitted written Statement by Ex. 5. The brief facts are that corporation has not contravened any provisions of section 33 of the Industrial Disputes Act. Hence the complaint is not maintainable. The complainant is not a concerned workman. There is a mis-joinder of a party and non-joinder of necessary party. No relation of master and servant between the parties. The complainant is not a workman under section 2(s) of the Industrial Disputes Act, & under section 2 (k) of the Industrial Disputes Act. The contentions of para 1 to 10 of the complaint are hereby denied. The complainant was appointed by the contractor. The complainant not entitled to get any relief. Hence the complaint must be rejected with cost.

3. During the course of adjudication the opponent No. 9 has submitted a purshish Ex. 6 by which he undertakes to take back the workman of data entry job immediately with continuity of service. Hence by Ex. 7 looking to this fact of Ex. 6 the union gave an application to withdraw the complaint. Looking to this fact I hereby pass the following order :

ORDER

The complainant is allowed to withdraw the complaint. The opponent No. 9 is hereby direct to take back the concerned workman on data entry job immediately with continuity of services.

Date: 11-10-05

Ahmedabad

B.I. KAZI, Presiding Officer

नई दिल्ली, 18 जुलाई, 2006

का. आ. 3308—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 162/04) को प्रकाशित करती है जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2006

S.O. 3308.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 162/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O.N.G.C. and their workman, which was received by the Central Government on 17-7-2006.

[No. L-30025/10/2006-IR (M)]

B.M. DAVID, Under Secy.

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
AHMEDABAD

PRESENT :

Shri B. I. KAZI (B.Sc., L.L.M.), Presiding Officer

Com. C.G.I.T.A. No. 162/04

(In reference No. C.G.I.T.A. 201/04)

[Old Com. No. 116/03 in Reference (I.T.C.) No. 120/99]

P.K. Patel

C/o. ONGC Electrical & Allied Staff Association,
 19, Pashpkunj Society, near Sahkar Nagar,
 Mehsana-384002

.....Complainant

V/s

The Director, (Personnel/HR)
 ONGC Ltd., Telbhavan,
 Dehradun-248 003

.....Opponent

APPEARANCES :

Complainant : Shri R.C. Shukla

Opponent : Shri K.V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33A of the Industrial Disputes Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be changed till the pending of reference case.
2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through Conciliation Officer vide file no. RLC/AH/50(1)/2002 on 15-5-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule-IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite

party to desist from any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference No. 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.
4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Sections 33 of the I. D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension - assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of section 33 of the I. D. Act. Thus it is prayed that the complaint should be dismissed with cost.
5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.
6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order :

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of No order as to cost.

Date: 13-12-05

Court Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 18 जुलाई, 2006

का.आ. 3309.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 161/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आईआर(विधि)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2006

S.O. 3309.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the award (Ref. No. 161/2004) of the Central Government Industrial Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O.N.G.C. and their workman, which was received by the Central Government on 17-7-2006.

[No. L-30025/10/2006-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT OF INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

Shri B.I. Kazi (B.Sc., L.L.M.), Presiding Officer

Com. C.G.I.T.A. No. 161/04 In Reference C.G.I.T.A.
No. 201/04

[Old Com. No. 115/03 in Reference (ITC) No. 120/99]

P.A. Patel

C/o. ONGC Electrical & Allied Staff Association,
19, Pashpkunj Society, Near Sahkar Nagar,
Mahesana-384002.

.....Complainant

V/s.

The Director, (Personnel/HR)

ONGC Ltd., Telbhavan,

Dehradun-248003.

.....Opponent

APPEARANCES:

Complainant : Shri R. C. Shukla

Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33 A of the Industrial Dispute Act, Praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical

category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal CGITA No. 201/04 as a old ITC No. 120/99 for adjudication. The management of ONGC trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule-IV of ID Act, 1947. Thus it is prayed that the Hon'able Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalised.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complainant is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension—assumption. The subject matter of present complaint is not connected with the pending reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognised unions and ASTD for the discussion for changing the R & P regulations and the union is not recognised union and their union has not a legal right to say anything about R & P. The complainant has not produced any proof of contravention of Section 33 of the ID Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed off accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Dispute Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order :

ORDER

In view of the fact Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint Hence this complaint is hereby disposed off. No order as to cost.

Date : 12-12-05

Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 18 जुलाई, 2006

का.आ. 3310.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ.एन.जी. सी. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 163/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आईआर(विधि)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2006

S.O. 3310.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the award (Ref. No. 163/2004) of the Central Government Industrial Tribunal-cum-Labour Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workman, which was received by the Central Government on 17-7-2006.

[No. L-30025/10/2006-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT OF INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

Shri B.I. Kazi (B.Sc., L.L.M.), Presiding Officer

Com. C.G.I.T.A. No. 163/04. In Reference C.G.I.T.A. No. 201/04

[Old Com. No. 117/03 in Reference (ITC) No. 120/99]

M.D. Kadia

C/o. ONGC Electrical & Allied Staff Association,

19, Pashpukunj Society, Near Sahkar Nagar,

Mahesana-384002.

.....Complainant

V/s.

The Director, (Personnel/HR)

ONGC Ltd., Telbhavan,

Dehradun-248003.

....Opponent

APPEARANCES:

Complainant : Shri R. C. Shukla

Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33 A of the Industrial Dispute Act, Praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal CGITA No. 201/04 as a old ITC No. 120/99 for adjudication. The management of ONGC trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule-IV of ID Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalised.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the ID Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint not is maintainable at law, as

it is filed on the ground of apprehension-assumption. The subject matter of present complaint is not connected with the pending reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognised unions and ASTD for the discussion for changing the R & P regulations and the union is not recognised union and their union has not a legal right to say anything about R & P. The complainant has not produced any proof of contravention of section 33 of the ID Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of section 33. Thus there is no violation of section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order :

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed off. No order as to cost :

Date : 14-12-05

Court Ahmedabad. B. I. KAZI, Presiding Officer

नई दिल्ली, 18 जुलाई, 2006

का.आ. 3311.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 164/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आईआर(चिविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2006

S.O. 3311.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the award (Ref. No. 164/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O.N.G.C. and their workman, which was received by the Central Government on 17-7-2006.

[No. L-30025/10/2006-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

Present :

Shri B.I. Kazi (B.Sc., L.L.M.) Presiding Officer,

Com. C.G.I.T.A. No. 164/04

(In Reference No. C.G.I.T.A. No. 201/04)

[Old Com. No. 118/03 in Reference (ITC) No. 120/99]

Harpal Singh,

C/o. ONGC Electrical & Allied Staff Association,

19, Pashpukunj Society, Near Sahkar Nagar,

Mahesana-384002.

.....Complainant

V/s.

The Director, (Personnel/HR)

ONGC Ltd. Telbhavan,

Dehradun-248003.

.....Opponent

APPEARANCE :

Complainant : Shri R. C. Shukla

Opponent : Shri K. V. Gadha

ORDER

1. The complainant has filed this complaint under Section 33 A of the Industrial Disputes Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be changed till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal CGITA No. 201/04 as a old ITC No. 120/99 for adjudication. The management of ONGC trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical

category workmen who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per section 9-A and Schedule-IV of ID Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalised.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complainant is ill founded and made on assumption. The opponent has not contravened any provisions of section 33 of the ID Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension-assumption. The subject matter of present complaint is not connected with the pending reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is string to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognised unions and ASTD for the discussion for changing the R & P regulations and the union is not recognised union and their union has not a legal right to say anything about R & P. The complainant has not produced any proof of contravention of section 33 of the ID Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of section 33. Thus there is no violation of section 33 of the Industrial Disputes Act by the oppo-

nent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order :

ORDER

In view of the fact Ex. 6 the parties have amicable settlement regarding the subject matter of the complain. Hence this complaint is hereby disposed off. No order as to cost.

Date : 20-12-05

Court Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 18 जुलाई, 2006

का.आ. 3312.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ.एन.जी.सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 165/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आईआर(निबं)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th July, 2006

S.O. 3312.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the award (Ref. No. 165/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workman, which was received by the Central Government on 17-7-2006.

[No. L-30025/10/2006-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

Present :

SHRI B.I. KAZI (B.Sc., L.L.M.), Presiding Officer,

Com. C.G.I.T.A. No. 165/04

(In Reference No. C.G.I.T.A. 201/04)

[Old Com. No. 119/03 in Reference (ITC) No. 120/99]

J. B. Thakor

C/o. ONGC Electrical & Allied Staff Association,

19, Pashpkunj Society, Near Sahkar Nagar,

Mahesana-384002

.....Complainant

V/s.

The Director, (Personnel/HR)
ONGC Ltd. Telbhavan,
Dehradun-248003

....Opponent

Appearance :

Complainant : Shri R. C. Shukla

Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33 A of the Industrial Dispute Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal CGITA No. 201/04 as a old ITC No. 120/99 for adjudication. The management of ONGC trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50(1)/2002 on 15/05/2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per section 9-A and Schedule-IV of ID Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalised.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complainant is ill founded and made on assumption. The opponent has not contravened any provisions of sections 33 of the ID Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on

the ground of apprehension—assumption. The subject matter of present complaint is not connected with the pending reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognised unions and ASTD for the discussion for changing the R & P regulations and the union is not recognised union and their union has not a legal right to say anything about R & P. The complainant has not produced any proof of contravention of section 33 of the ID Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management, hence the present complaint may be disposed off accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of section 33. Thus there is no violation of section 33 of the Industrial Dispute Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order :

ORDER

In view of the fact Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost :

Date : 21-12-05

Ahmedabd.

B. I. KAZI, Presiding Officer

नई दिल्ली, 19 जुलाई, 2006

का.आ. 3313.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ़ पटियाला के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण संख्या 2, चंडीगढ़ के पंचाट (संदर्भ संख्या 1124/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-7-2006 को प्राप्त हुआ था।

[सं. एल-12012/117/2000-आईआर(बी-11)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 19th July, 2006

S.O. 3313.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the award (Ref. No. 1124/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. II, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Patiala and their workman, which was received by the Central Government on 19-7-2006.

[No. L-12012/117/2000-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT-II, CHANDIGARH

PRESIDING OFFICER : SHRI KULDIP SINGH

CASE NO. ID.No.1124/2k5

Registered on 13-9-2000/22-09-2005

Date of Decision 09-6-2006.

RAJESH KUMAR S/o Sh. CHHOTE LAL R/o 76,
RACE COURSE ROAD, AMBALA CANTT
(HARYANA)

.....PETITIONER

Versus

MINISTRY OF FINANCE, DEPTT OF ECONOMIC
AFFAIRS, BANKING DIVISION, JEEVAN DEEP
BUILDING, SANSAD MARG, NEW DELHI-110001
AND OTHERS

.....RESPONDENT

APPEARANCE

For the Workman : Mr. D.R Sharma, Advocate

For the Management : Mr. N.K Zakhmi, Advocate

AWARD

The Govt. of India vide their notification No.L-12012/117/2000/IR (B-I) dated 3rd/17th August, 2000, referred the following matter for the adjudication of this Tribunal :

“Whether the action of Management of State Bank of Patiala in terminating and denying the regular employment as Peon-cum-Frash to Sh. Rajesh Kumar S/o Chotte Lal is just and legal? If not, what relief the workman is entitled ?

The notice of the reference was given to the parties who appeared through their counsel. The workman filed the Claim Petition on 19th April, 2001 against which the Management filed the Written Statement on 23rd August, 2001. The workman filed his affidavit in support of his claim and also placed on record photo copies or the documents Annexure A to F. The Management filed the affidavit of their witness S. L. Kumra the Deputy Manager. Both the workman and the witness of the Management appeared in the witness box and they were cross examined by the opposite side.

I have gone through the file and have also considered the submission made by the Counsel for the Parties.

The question which has fallen for the consideration of this Tribunal is whether the Management terminated the services of the workman and whether the said workman was denied the regular employment as peon-cum-frash. It has further to be seen whether the action of the Management in terminating the services of the workman and denying him the regular employment as Peon-cum-frash was just and legal? If not, to what relief the workman is entitled.

Reverting back to the Claim Petition, filed by the workman, we find that the workman has made the claim that he was appointed as Peon-cum-Frash on 13th August, 1984 in the Ambala City Branch of the Management Bank where he served upto 10th November, 1984. His work and conduct, during this period was certified to be satisfactory by the Branch Manager. Despite that his services were terminated on 11th November, 1984 without issuing him a notice and without paying him the compensation the wages in lieu of the notice and the Management also did not follow the provisions of Sastri Award and the Bie-par-tite agreements. According to him he was again appointed on temporary basis on 23rd April, 1987 in another Branch of the Management Bank in Sector 17-C, Chandigarh where he served upto 12th May, 1997. Again his services were terminated suddenly without following the provisions of law. According to him the Branch Manager had informed him that the Management shall now make regular selection and in that regard he also received an interview letter dated 21st October, 1991. He appeared in the interview on 19th November, 1991 and submitted the certificates including that of being a Schedule Caste, experience certificate and that of having served the Management for 105 days. Despite all that the Management did not select the workman. In the year 1996, the Management selected 33 persons as Peon-cum-Frash including Rajesh and Vinod who were earlier appointed alongwith the workman in the year 1984 and whose services were also terminated in November, 1984.

The Management has opposed the Claim of the workman saying that since the workman did not serve the Management, as per his own claim, for a specified period, so as to claim the benefit of Sec-25 of the Industrial Dispute Act, hereinafter to be referred as Act. According to his own claim the workman had worked for 61 and 24 days in Ambala Branch and for 20 days in Chandigarh Branch. Thus in total he served the Management for 105 days, i.e. less than 240 days, therefore, he did not fall in the category of the workman and so the Management was not obliged to comply with the provisions of the Act before dispensing with his services. It is further claimed that the workman had been engaged for a specified period in the year 1984, to do specified work of clearing the backlog and his contract was not renewed after a specified period. It is also claimed, by them that the contract of service was not renewed, therefore, the workman cannot claim relief under that. Even otherwise the workman has come to the Court after a long delay, therefore, the reference is bad for delay and latches.

On merit, the Management admitted that the workman had served them for the period claimed by him but that service fell much below the required number of days so as to fall within the definition of workman. According to them the employment of the workman was temporary and was for specified work, therefore, his disengagement was not retrenchment. It is not denied by the Management that the workman was called for an interview and an opportunity was provided to him however, he was not found suitable as compared to those who were declared successful. Claiming that the Management had made appointment of regular employees through the Banking recruitment Board, it is stated by them, that the petitioner was not able to produce the required documents therefore, he was not selected. The Management since having provided opportunity to the workman to prove his claim for appointment, therefore, they did not violate the provisions of the Act.

The Counsel for the workman has placed much reliance on a memorandum dated 14th January, 1991 which was entered into between the representatives of the employers and the employees of Punjab National Bank. According to him, in terms of the settlement, a workman who had served the Management for 90 days on or after 1st January, 1982, was entitled for consideration for regular appointment as Peon-cum-frash. The workman having worked for the Management for 105 days, therefore, was entitled for consideration. The record of the file shows that the workman himself admitted that he was called for interview and was considered for appointment as Peon-cum-frash, but he was not appointed. He has also taken

the support of a letter exhibit W5 i.e. the interview letter by which the Management had asked the workman to appear for the interview provided he had worked in temporary capacity for 90 days or more after 1st January, 1982. As stated earlier the workman had worked for 105 days, as admitted by the Parties and he was considered for regular appointment as Peon-cum-frash. The Counsel for the workman has failed to show me that by the settlement dated 14th January, 1991 the workman was entitled for appointment. As per the wording of that settlement and that of the interview letter, he was entitled only for consideration and not for appointment. It is worth note that the Management Bank was not party to the settlement dated 14th January, 1991, so was not the workman. Still the Management imbibed the split of that settlement in the interview card and followed it.

The workman did not take steps to bring on record anything to show that his consideration for the appointment was malafide or it was not true consideration. In the circumstances the court cannot challenge the opinion of the Selection Authority which had been given authority to make the appointment. The workman admitted and so is the case of the Management that the workman was considered for appointment and had sent him the interview card W5. In my opinion the management though was not party to the settlement nor they could be forced to comply with the terms of the said settlement, still they gave opportunity to the workman and considered him for appointment but did not find him fit for the job.

I also agree with the counsel for the Management that the reference made is also misplaced for the simple reason that the workman did not fall within the definition of workman as he had not served the Management for 240 days. He also cannot take the benefit of the settlement to which none of the parties were signatory. Thus the settlement so arrived at could not bind them. The reference is also bad for delay and latches as the workman had raised the demand almost after 12 years.

Considering the facts and circumstances brought on record I am of the opinion that the Management did not violate the provisions of the Act for denying the regular appointment to the workman nor their action amounted to terminating the services of the workman as is claimed. He is therefore, not entitled to any relief. The reference is answered in these terms. Let a copy of this award be sent to the appropriate government for necessary action and file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 20 जुलाई, 2006

का. आ. 3314.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, बीकानेर के पंचाट (संदर्भ संख्या 9/1997) को प्रकाशित करती है जो केन्द्रीय सरकार को 20-7-2006 को प्राप्त हुआ था।

[सं. एल-12012/73/1996-आईआर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 20th July, 2006

S.O. 3314.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 9/1997) of the Industrial Tribunal, Bikaner now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 20-7-2006.

[No. L-12012/73/1996-IR (B-1)]

AJAY KUMAR, Desk Officer

अनुबन्ध

औद्योगिक विवाद अधिकरण, बीकानेर :

पीठासीन अधिकारी : श्री के. एल. माथुर,
आर. एच. जे. एस.

नं. सं. केन्द्रीय औद्योगिक विवाद प्रसंग सं. 9 सन् 1997

महावीर प्रसाद पुत्र: बंगीराम जाति वाल्मिकी निवासी वार्ड सं. 5
वाल्मिकी बस्ती पोस्ट श्री करणपुर जिला श्री गंगानगर (राज.)

-प्राथी/श्रमिक पद

विरुद्ध

1. स्टेट बैंक ऑफ इंडिया जरिये रिजनल मैनेजर, रिजनल
ऑफिस, पृथ्वीराज रोड, जयपुर (राजस्थान)

2. शाखा प्रबन्धक, स्टेट बैंक ऑफ इंडिया, कृषि विकास
शाखा, पोस्ट श्री करणपुर जिला श्री गंगानगर (राजस्थान)

-अप्राथीगण/नियोजक पद

प्रसंग अन्तर्गत धारा 10 (1) (घ), औद्योगिक विवाद
अधिनियम 1947

उपस्थिति :-

1. श्री अरविन्दसिंह सेंगर, श्रमिक प्रतिनिधि, प्राथी पद के लिये
2. श्री हरेन्द्र कुमार महोबिया, अधिवक्ता, अप्राथी गण नियोजक पद के लिये

दिनांक : 15 अप्रैल, 2006

-अधिनिर्णय-

भारत सरकार, श्रम मंत्रालय, नई दिल्ली ने औद्योगिक विवाद अधिनियम, 1947 (जिसे आगे चलकर केवल अधिनियम कहा जावेगा) की धारा 10 की उपधारा (1) के खण्ड (घ) के अधीन जारी

अधिसूचना क्रमांक एल/12012/73/96/आईआर डी (यूवी) दिनांक 14-7-1997 के द्वारा प्रेषित इस प्रसंग के अन्तर्गत निम्न विवाद अधिनिर्णयार्थ इस अधिकरण में भेजा था :-

"Whether the action of the mangt. of SBI, Jaipur is Justified in terminating the services of workman Shri Mahavir Prasad, part time Safai Karamchari w.e.f. 1-10-83 after employing him more than 240 days in a year from October, 1982 to September, 1983 without paying him notice pay in lieu of notice of one month and retrenchment compensation in violation of Sec 25 F of the ID Act, 1947? If not what relief the workman is entitled and from what date?"

2. प्रसंग प्राप्त होने पर प्रकरण दर्ज रजिस्टर किया गया, दोनों पक्षकारों द्वारा अपने-अपने लिखित अभिवचन पेश किये गये हैं अर्थात् प्राथी महावीर प्रसाद द्वारा प्रस्तुत क्लेम विवरण का जवाब अप्राथी गण-नियोजक पद द्वारा दिया गया है।

3. संक्षेप में, प्रकरण के तथ्य इस प्रकार से बतलाये गये हैं कि प्राथी महावीर प्रसाद (जिसे आगे चलकर केवल प्राथी श्रमिक कहा जावेगा) द्वारा इस आशय का क्लेम विवरण प्रस्तुत किया गया है कि प्राथी को अप्राथी बैंक की कृषि विकास शाखा श्रीकरणपुर के अधीन अंशकालीन सफाई कर्मचारी (स्वीपर) के पद पर दिनांक 28-9-82 को नियुक्त किया गया था, जहां उसने अप्राथीगण के अधीन 28-9-82 से 30-9-83 तक की अवधि में 367 दिन कार्य दिवस निरन्तर बिना व्यवधान के कार्य किया था जिसका विवरण अपने क्लेम की चरण सं. 4 में अंकित करते हुए आगे यह भी अंकित किया गया है कि उसने अप्राथी के अधीन नियोजन काल में ईमानदारी पूर्ण, निष्ठा व कर्तव्य पूर्ण कार्य किया है एवम् कभी भी उच्चाधिकारियों को शिकायत का मौका नहीं दिया। प्राथी के अनुसार अप्राथी सं. 1 ने अपने विशेष पत्र सं. 22/17312 दिनांक 10-9-91 जारी करके अधीनस्थ समस्त शाखाओं को निर्देशित किया कि 1-7-75 से 31-7-88 की अवधि में जिन अंशकालीन व अस्थायी कर्मचारियों ने कार्य किया है, की सेवायें नियमित करने हेतु प्रार्थनापत्र अग्रेषित किये जावे, प्राथी ने इस पत्र के अनुसरण में अपना प्रार्थनापत्र अप्राथी सं. 2 के समक्ष प्रस्तुत किया जिसे उनके द्वारा अपनी अनुसंधा के साथ अप्राथी सं. 1 को अग्रेषित कर दिया और उसने अप्राथी सं. 1 को लिखित एवम् अप्राथी सं. 2 को मौखिक रूप से कई बार निवेदन किया मगर अप्राथी सं. 2 हमेशा यह आश्वासन देता रहा कि अभी तक क्षेत्रीय कार्यालय अप्राथी सं. 1 से कोई जवाब नहीं आया है। इसके पश्चात् प्राथी दिनांक 29-8-91 को अप्राथी सं. 2 से मिला, 29-2-92 व सन् 1993 में भी मिला था और प्रत्येक बार लिखित में उससे प्रार्थनापत्र लिखवाकर अप्राथी सं. 1 को रजिस्टर्ड डाक से क्रमशः 29-8-91 व 29-2-92 को रजिस्टर्ड डाक से भिजवाया, सन् 1993 में मिलने पर पूर्व की तरह ही आश्वासन दिया कि अभी तक क्षेत्रीय कार्यालय से कोई जवाब नहीं आया है अगले वर्ष तक उस तरह के समस्त मामलों में निर्णय हो जावेगा, इसके बाद वह सन् 1995 में दीपावली से पूर्व मिला तो प्राथी का समस्त रिकार्ड अपने पास रखते हुए कहा था कि अप्राथी सं. 1 को समस्त रिकार्ड उपलब्ध नहीं है, इसलिये कोई कार्यवाही नहीं हुई और प्राथी सं. 2 ने समस्त रिकार्ड लेकर कहा कि वह अप्राथी सं. 1 के कार्यालय में जा रहा है, लौटने पर समस्त कागजात लौटा दिये जायेंगे।

इसके बाद जब प्रार्थी दिनांक 15-11-95 को अप्रार्थी सं. 2 से मिला तो समस्त रिकार्ड देने से इन्कार कर दिया और कहा कि तुम्हारा कुछ नहीं बनता है तब आखिरकार प्रार्थी ने 17-11-95 को सहायक श्रम आयुक्त (केन्द्रीय) श्रम विभाग भारत सरकार जयपुर के समक्ष प्रार्थनापत्र प्रस्तुत करके औद्योगिक विवाद उठाया, उस विवाद में अप्रार्थीगण ने जबाब प्रस्तुत करते हुए प्रार्थी के 336 कार्य दिवस स्वीकार किये मगर पुनः सेवा में लेने से इन्कार कर दिया और समझौता नहीं होने की सूरत में यह विवाद अधिनिर्णयार्थ अप्रेषित कर दिया। प्रार्थी के अनुसार दिनांक 1-10-83 को बिना किसी कारण एवम् आधार के मौखिक आदेश से अवैध, अनुचित, अप्रभावी एवम् अवैधानिक रिति से छंटनी करता बताते हुए एक माह पूर्व नोटिस अथवा नोटिस वेतन नहीं दिया एवम् सरकार को सूचित नहीं किया तथा अधिनियम की धारा 25-जी के अन्तर्गत प्रार्थी के संवर्ग की वरिष्ठता सूचि घोषित किये बिना ही छंटनी की गयी है और छंटनी के बाद प्रार्थी को पुनः सेवा में न रखकर दुर्भावनापूर्वक उससे कम सेवावधि वाले कर्मकार सुखदेव को नियमित सेवा में रख लिया तथा अप्रार्थीगण द्वारा प्रार्थी के साथ अनुचित श्रम व्यवहार अज्ञाते हुए तंग व परेशान करने में की मंशा से एवम् दुर्भावनापूर्वक अधिकारों का आभासी प्रयोग करके छंटनी किया गया है। अंत में प्रार्थी ने 1-10-83 से की गई स्वयं की छंटनी को अवैध, अनुचित अप्रभावी व अवैधानिक घोषित करते हुए पुनः सेवा में समस्त सेवा व वेतन लाभ दिलाये जाने की प्रार्थना की गयी है।

4. अप्रार्थी स्टेट बैंक ऑफ इंडिया के जरिये क्षेत्रीय बोकानेर द्वारा प्रस्तुत जबाब क्लेम जो दिनांक 5-2-99 को पेश किया गया था, में प्रकरण का प्रतिवाद करते हुए वह जवाब दिया गया है कि यह पूर्ण रूप से गलत लिखा गया है कि दिनांक 28-9-82 से 30-9-83 की अवधि में प्रार्थी ने 367 कार्य दिवस निरन्तर बिना व्यवधान के कार्य किया हो, अप्रार्थी सं. 1 का विशेष पत्र दिनांक 10-9-91 प्रार्थी के मामले में लागू नहीं है, प्रार्थी इसका गलत अर्थ लगाने का प्रयत्न कर रहा है, अन्य सभी तथ्यों को अस्वीकार करते हुए यह भी कथन किया है कि प्रार्थी ने सारी बातें मनगढ़न्त मामले में रंगत पेदा करने के प्रयोजन से बनाई है जिनमें लेशमात्र भी सत्यता नहीं है, अप्रार्थीगण ने प्रार्थी की दिनांक 1-10-83 को छंटनी नहीं की, यह गलत है कि अप्रार्थी सं. 2 ने अप्रार्थी सं. 1 को अनुशांषा की हो जिस पर अप्रार्थी सं. 1 ने विचार नहीं किया और सुनवाई का मौका नहीं दिया। अतिरिक्त आपत्तियों में यह भी अंकित किया है कि नियोजक एक व्यक्ति होता है अनेक व्यक्ति नहीं होते हैं, प्रार्थी स्वच्छ हाथों से न्यायालय के समक्ष नहीं आया है, यह कोई अनुलोष प्राप्त करने का अधिकारी नहीं है, प्रार्थी ने यह तथ्य छुपाया है कि वह नियमित पार्ट टाइम कर्मचारी नहीं था न ही वह बाई पार्ट टाइम सेटलमेंट के अन्तर्गत पार्ट टाइम एम्पलाई की परिभाषा में आता था, बैंक में हाजरी अंकित करने का प्रावधान नहीं था, श्री करणपुर शाखा एक छोटी शाखा है जहां सफाई के कार्य में 15-20 मिनट लगते थे जिसके लिये डेढ़-दो रुपये के बीच प्रतिदिन के हिसाब से अधिकतम 60/- रु. ही, भुगतान प्रतिमाह किया जाता था, साप्ताहिक अवकाश के दिन बैंक बंद रहता था और उस दिन सफाई का कार्य नहीं होता था, प्रतिदिन या प्रतिमास का सफाई अनुबंध होने के कारण कभी महावीर प्रसाद स्वयं आता था या कभी उसके परिवार का अन्य कोई सदस्य सफाई कार्य

करने के लिए आता था और महावीर प्रसाद अप्रार्थी का नियोजित नहीं था। प्रार्थी ने यह भी छुपाया है कि वह अन्यत्र कार्य करता था और अधिक आर्थिक लाभ प्राप्त करता था और इसी क्रम में उसने 1-10-83 से अन्यत्र कार्य करना प्रारंभ कर दिया था और स्वयं कार्य छोड़कर चला गया था। उसकी श्रेणी का एक मात्र व्यक्ति करणपुर शाखा में था इसलिये वरिष्ठता सूचि का कोई अर्थ नहीं होता है। अप्रार्थी का जवाब है कि वह अन्यत्र आर्थिक लाभ अब भी प्राप्त कर रहा है और मात्र तंग, परेशान करने के लिए यह विवाद उठाया है वह स्वयं के कृत्य का लाभ प्राप्त करने का अधिकारी नहीं है। प्रार्थी ने यह भी छुपाया है कि उसका समय न तो बैंकिंग था न ही निश्चित था और उसके आने या ना आने पर कोई पाबन्दी नहीं थी, मर्जी होती तो आता और अन्यथा उसकी ओर से कोई अन्य आता था, उसके आने या किसी अन्य के आने पर या समय पर बैंक का प्रशासनिक नियंत्रण नहीं था और बैंक व उसके मध्य कर्मकार या नियोजक के सम्बन्ध नहीं थे, प्रार्थी ने कथित सेवामुक्ति के 13-14 वर्ष उपरान्त यह विवाद उठाया है जो देरी के कारण पोषणीय नहीं है, अप्रार्थी सं. 2 को पक्षकार बनाया गया है जबकि प्रेषित विवाद में अप्रार्थी सं. 2 को पक्षकार नहीं है। अप्रार्थी बैंक की ओर से प्रस्तुत इस जवाब दावे को संशोधित करते हुए यह भी अभिकथन किया गया है कि श्रमिक ने यह तथ्य भी छुपाया है कि स्टेट बैंक ऑफ इंडिया, प्रधान कार्यालय ने यूनियन व नियोजक के मध्य अनुबंध दिनांक 27-10-1988 व 9-1-1991 के अन्तर्गत एक परिपत्र 6-4-91 को जारी किया था और मुख्यालय ने अखबार में भी एक माह की मियादी के साथ इस बाबत नोटिफिकेशन छपवाया था जिसके अनुसार प्रार्थी श्रमिक को भी आवेदन करना चाहिये था लेकिन प्रार्थी श्रमिक ने आवेदन करने का कोई प्रयत्न नहीं किया और वह अन्यत्र अधिक आर्थिक लाभ पर कार्यरत रहा है। प्रार्थी श्रमिक यदि इच्छुक होता तो एक माह में आवेदन कर देता, वह अब धारा 25-एफ, एच या 25-जे. का बचाव लेने से एस्टोप्ट है। अब श्री करणपुर शाखा में कोई पद भी रिक्त नहीं है और वह कोई अनुलोष प्राप्त नहीं कर सकता। आगे यह भी अंकित किया गया है कि अप्रार्थी के यहां निर्धारित नियम है उनके अन्तर्गत ही नियुक्ति हो सकती है, सर्वोच्च न्यायालय द्वारा प्रतिपादित सिद्धान्तों के अनुसार न्यायालय भी नियम विरुद्ध नियुक्ति करने से एस्टाण्ड है।

5. पक्षकारों द्वारा अपने-अपने पक्ष समर्थन में प्रस्तुत साक्ष्य के दौरान स्वयं प्रार्थी श्रमिक महावीर प्रसाद का शपथपत्र पेश हुआ है तथा अप्रार्थी नियोजकगण की ओर से साथीगण सर्वश्री जगजीतसिंह, कमलदत्त व धनेश कुमार के शपथपत्र पेश किये गये हैं। प्रत्येक पत्र द्वारा एक-दूसरे पक्ष के साक्षी से जिरह की गयी है और प्रलेखित साक्ष्य भी पेश की गयी है।

6. विद्वान पक्षकारों की बहुत सुनी गयी एवम् पत्रावली का अवलोकन किया गया, हमारे समक्ष लंबित इस प्रसंग के निस्तारण हेतु प्रमुख रूप से विचारणीय प्रश्न यही है कि क्या प्रार्थी महावीर प्रसाद अंशकालीन सफाई कर्मचारी को 1-10-83 को अक्टूबर 32 से सितंबर 83 के मध्य 240 दिवस से अधिक की सेवा कर लेने के बाद भी औद्योगिक विवाद अधिनियम की धारा 25-एफ की पालना में एक माह का नोटिस अथवा नोटिस वेतन और छंटनी मुआवजा दिये बिना

सेवामुक्त करना उचित था और यदि नहीं तो श्रमिक क्या राहत किस दिनांक से पाने का अधिकारी है।

इस बिन्दू को सिद्ध करने का भार स्वयं प्रार्थी पक्ष पर ही था।

7. इस सम्बन्ध में साक्ष्य के दौरान प्रस्तुत अपने शपथपत्र में प्रार्थी श्रमिक महावीर प्रसाद का बतलाना है कि वह 28-9-82 को शाखा प्रबन्धक भारतीय स्टेट बैंक ऑफ इंडिया की करणपुर के यहां पर अंशकालीन सफाई कर्मचारी के पद पर नियुक्त हुआ, उसकी यह नियुक्ति सहायक प्रबन्धक भारतीय स्टेट बैंक जयपुर की स्वीकृति से की गयी थी, नियुक्ति से पूर्व उसे बताया गया था कि जयपुर में मंजूरी आते ही रखेंगे, उसका कार्य बैंक में कमरों की सफाई करना तथा बैंक में चपरासी (चतुर्थ श्रेणी का कार्य करना होता था) बैंक प्रतिदिन सुबह 10 बजे खुलता था और बैंक के खुलने के बाद वह पूर्ण रूप से कमरों की सफाई व अन्य बताये गये कार्य करता था, उससे सुबह 10 बजे से 5 बजे तक कार्य लिया जाता था या न वह 8 घंटे प्रतिदिन कार्य करता था, वह अपना कार्य मेहनत निष्ठा से करता था और उसी के कार्य के प्रति नियोजक को किसी प्रकार की शिकायत नहीं थी, इसकी हाजरी, हाजिरी रजिस्टर में प्रतिदिन लगाई जाती थी। आगे यह भी कथन किया है कि सन् 1982 में जब उसे नियुक्त किया गया तो प्रबन्धक महोदय द्वारा यह आश्वासन दिया जाता था कि आप वेतन कम की चिन्ता न करो, एक दिन आपको हम परमानेंट कर देंगे और इसकी प्रार्थी को आशा भी थी। दिनांक 1-10-83 को अव्वल वक्त से अप्रार्थी शाखा प्रबन्धक करणपुर ने अपने मौखिक आदेश से यह कहते हुए उसकी सेवा समाप्त कर दी कि रिजिनल मैनेजर जयपुर से सेवा समाप्त करने के आदेश दिये हैं, उसकी सेवा में कोई व्यवधान नहीं है, जब भी वह अपने नियोजक से कम वेतन के बारे में कहता तो नियोजक उसे दो तीन बार प्रत्येक माह 30 व 20 रुपये ज्यादा भी भुगतान करवाकर शांत कर दिया और यही कहा जाता था कि परमानेंट हो जायेंगे तब खूब वेतन मिलेगा प्रार्थी एक कलेण्डर वर्ष में 240 दिवसों से अधिक लगातार सेवा करने के आधार पर लगातार कार्य करने वाला औद्योगिक कर्मचारी हो गया। सहायक महा प्रबन्धक जयपुर ने एक पत्र दिनांक 1-9-91 जारी कर समस्त भारतीय स्टेट बैंक के शाखा प्रबन्धकों को आदेश दिया था कि जिन अस्थायी कर्मचारियों ने 14-8-91 की अवधि में न्यूनतम 3 दिनों की अस्थायी सेवा की हो उनके आवेदन पत्र 30-11-91 तक आंशिक कार्यालय में आवश्यक रूप से पहुंच जाने चाहिये, प्रार्थी ने 29-8-91 को एक प्रार्थनापत्र अपने को पुनः नियुक्ति हेतु केन्द्रीय प्रबन्धक स्टेट बैंक ऑफ इंडिया जयपुर के जरिये रजिस्ट्री प्रदर्श डब्लू-1 भेजा था और शाखा प्रबन्धक करणपुर से कई बार निवेदन किया तथा इसी प्रकार प्रार्थनापत्र जरिये रजिस्ट्री प्रदर्श डब्लू-2 दिनांक 29-8-92 एवम् प्रदर्श डब्ल्यू-3 भी भेजे थे; ने प्रदर्श ने प्रार्थी डब्ल्यू-4 पत्र पेश करते हुए यह भी बताया है कि सहायक महाप्रबन्धक ने अप्रार्थी शाखा प्रबन्धक करणपुर को अपने पत्र प्रदर्श डब्ल्यू-4 में लिखा था कि "आपने महावीर प्रसाद का आवेदन पत्र अब प्रेषित किया है जबकि संदेश वाहकों की स्थाई नियुक्ति हेतु साक्षात्कार की कार्यवाही भी पूरी हो चुकी है अतः महावीर प्रसाद के आवेदन पत्र पर विचार किया जाना संभव नहीं है। श्री महावीर प्रसाद को भी नियमानुसार सूचित करें, शाखा प्रबन्धक ने मेरे को सूचित पत्र के साथ कर दिया और 1993 में मिलने पर अप्रार्थी शाखा प्रबन्धक ने पूर्व की तरह ही

आश्वासन दिया कि अभी क्षेत्रीय कार्यालय से पूर्ण जवाब नहीं आया है और अगले वर्ष तक उस जैसे मामलों पर निर्णय हो जावेगा और यह शाखा प्रबन्धक पर भरोसा करता रहा। इसके पश्चात् प्रार्थी जब 1995 में दीपावली से पूर्व अप्रार्थी शाखा प्रबन्धक से मिला तो उसके समस्त कागजात व प्रार्थनापत्र की कॉपियां थी वे लेली और कहा कि जयपुर में रिकार्ड मिल नहीं रहा है और बाद में मालूम करने को कहा तथा बाद में दिनांक 15-11-95 को मिला तो उन्होंने वे दरखासों नहीं दी और कहा कि तुम्हारा तो कुछ भी नहीं हो सकता तब आखिरकार 17-1-95 को उसने अपना विवाद सहायक श्रम आयुक्त (केन्द्रीय) श्रम विभाग, जयपुर के समक्ष उठाया जहां उसने भारतीय स्टेट बैंक जरिये क्षेत्रीय प्रबन्धक और शाखा प्रबन्धक, भारतीय स्टेट बैंक कृषि विकास शाखा करणपुर जिला श्री गंगानगर को पक्षकार बनाया था जहां आंचलिक कार्यालय में सहायक महाप्रबन्धक ने जवाब प्रदर्श-5 दिया था और असफल वार्ता रिपोर्ट प्रदर्श डब्ल्यू-6 के आधार पर यह विवाद न्यायलय अधिनिर्णयार्थ आया है। प्रार्थी ने आगे यह भी बताया है कि उसकी सेवा समाप्त करने के पश्चात् उसके स्थान पर सुखदेव बालिमकी को नियुक्त किया गया है जो आज भी कार्यरत है और उसे सेवा समाप्ति करने से पूर्व एक माह का नोटिस अथवा नोटिस वेतन व मुआवजा नहीं दिया और उस जैसे कार्य करने वालों की वरिष्ठता सूचि घोषित नहीं की गयी, प्रथम आये पीछे जाये के सिद्धांत को पालना नहीं की गयी और उसकी सेवा अनुचित श्रम अभ्यास के रूप में समाप्त कर दी और कोई कारण, औचित्य व आधार नहीं था, स्वयं की सेवा औद्योगिक विवाद अधिनियम की धारा 25-एफ, जी, एच व नियम 77 का उल्लंघन करते हुए समाप्त करना बताया है और यह भी कथन किया है कि वह सेवामुक्ति तिथि से आज तक बेरोजगार है और किसी भी लाभप्रद नियोजन में नहीं है अतः यह सभी देय लाभों सहित बहाल करने की मांग करता है और एरियर राशि पर बैंक दर से ब्याज भी दिलाए जाने की प्रार्थना की है। प्रार्थी ने जिरह के दौरान स्वीकार किया है कि मुझे चैक से भुगतान होता था, चैक लेते समय मैंने मौखिक एतराज किया था कि कम वेतन दे रहे हैं लेकिन लिखित में कभी एतराज नहीं किया, कभी लिखित में मैंने मैनेजर से उच्च अधिकारियों को शिकायत नहीं की, प्रदर्श एम-3-4-5 में वर्णित कर्मचारी काम करते थे। सभी कर्मचारि उपस्थिति अंकित करते समय समय अंकित करते थे। लेकिन मेरे से हाजरी रजिस्टर में हस्ताक्षर नहीं करवाये। यह कहना गलत है कि मुझे टाईम काम के लिए ठेका दिया हुआ हो इसलिए मेरे से हाजरी रजिस्टर में दस्तखत नहीं कराये हों, यह कहना भी गलत है कि मुझे ठेके के मुताबिक पैसे देते हो जैसे 20/कभी 42/कभी 60/ रु मुझे तो हमेशा ही 60/-रु ही मिलते थे यह सही है कि मैंने प्रदर्श एम-6 लगायत 10 तक के चैक के द्वारा भुगतान प्राप्त किया है, बैंक के पर्सनल विभाग जयपुर में नौकरी के प्रार्थनापत्र भेजने की तारीखें याद नहीं है यह सही है कि सभी रजिस्ट्रीयां नवम्बर 1991 के बाद की है, यह सही है कि सहायक महाप्रबन्धक करणपुर में नहीं बैठता है जयपुर में बैठता है। यह भी सही है कि मैंने सारा काम करणपुर में ही बैंक में किया है। मेरी कपूर साहब से कोई निजी दुश्मनी नहीं थी। सुखदेव बालिमकी की प्रथम नियुक्ति की तारीख को मुझे पता नहीं है लेकिन वह मेरे बाद में लगा है और यह सही है कि मैं दहाड़ी मजदूरी करता जिससे 70/- और कभी 80/- रु. मिल जाते हैं लेकिन दहाड़ी मजदूरी कभी मिलती है कभी नहीं मिलती है।

8. प्रार्थी पक्ष की इस साक्ष्य के विपरीत नियोजक पक्ष की साक्ष्य के दौरान गवाह बलजीतसिंह ने स्वयं का स्टेट बैंक ऑफ इंडिया की करणपुर में अप्रैल 1983 से मई 86 तक बतौर शाखा प्रबन्धक कार्य करना और इस अवधि में या इससे पहले करणपुर शाखा में एस. एस. सिंह या श्री कपूर नाम का कोई अधिकारी कार्यरत नहीं रहना बताते हुए कथन करता है कि मेरे से पहले श्री ए. एस. त्रिवेदी और मेरे बाद में जे. सी. शर्मा कार्यरत रहे थे, गवाह ने कर्मचारियों का हाजरी रजिस्टर प्रदर्श एम-3 पेश करते हुए महावीरसिंह का स्वयं की कार्य अवधि में काम करने को गलत बताते हुए यह बताया है कि सही बात यह है कि श्री बिहारीलाल भटेजा के मकान में उस समय पहली मंजिल पर एक कमरे में हमारे बैंक की शाखा चलती थी, उनकी आदत की दुकान थी जहाँ महावीर प्रसाद कार्य करता था, हमें जब भी किसी मजदूर के कार्य के लिये आवश्यकता होती तब हम उसे बुला लेते थे, उससे लिया जाने वाला कोई कार्य निश्चित नहीं होता था और ना ही कोई निश्चित दिन या समय ही था, कार्य कम ज्यादा भी होता रहता था इसलिये हम महावीर प्रसाद से उसकी रूचि बनाये रखने के लिये माह में कुछ राशि उसे भुगतान पे आर्डर से कर देते थे, उसके कार्य करने का समय न तो निश्चित था ना ही यह पाबन्दी थी कि वह स्वयं कार्य करें या अपने किसी रिश्तेदार या जानकार या मित्र से करवाये या अन्य किसी पल्लेदार से करवाये, महावीर प्रसाद द्वारा समय-समय पर प्राप्त किये गये बाउचर व बैंकर्स चेक प्रदर्श एम-2 से 23 है तथा प्रदर्श एम-13, 16, 18, 20, 24 पर सी से डी हस्ताक्षर स्वयं मेरे हैं, करणपुर शाखा खुली तब गोपाल कृष्ण हमारी शाखा में अधिनस्थ स्टाफ के रूप में कार्यरत रहा है और शाखा को खुले हुए कुछ ही समय हुआ था इसलिये कार्य कम था और गोपालकृष्ण झाड़ू-पोंछ इत्यादि का कार्य ही करता था। इस गवाह के अनुसार बैंक के अधिनस्थ कर्मचारी नियोजन हेतु निर्धारित प्रक्रिया है, जब भी नियोजन की बात आती है तो क्षेत्रीय या आंचलिक कार्यालय स्तर पर पद स्वीकृति की कार्यवाही होती है और जिला रोजगार कार्यालय से नाम मांगे जाते हैं, चयन समिति बनाई जाती है और सक्षम अधिकारी पोस्टिंग करते हैं, जहां तक मुझे याद है कि श्री महावीर प्रसाद बाबत कोई प्रक्रिया कभी नहीं हुई, शाखा प्रबन्धक को अधिनस्थ स्टाफ जिसमें अंशकालीन भी सम्मिलित है की नियुक्ति के अधिकार नहीं है, गोपालकृष्ण उक्त निर्धारित प्रक्रिया से बैंक में नियुक्त कर्मचारी था जिसका मुकाबला महावीर प्रसाद से नहीं हो सकता, महावीर प्रसाद न तो 28-9-82 से शाखा में नियुक्त हुआ था ना ही सहायक प्रबन्धक जयपुर की नियुक्ति हेतु कोई स्वीकृति थी, यह गलत है कि महावीर प्रसाद उस समय कमरों की नियमित रूप से सफाई करता हो या चपरासी का कार्य करता हो। पानी की कमी आने पर या किसी विशेष अवसर पर हम महावीर प्रसाद को बुला लेते थे, उसने कभी भी शाखा में 10 से 5 बजे तक कार्य नहीं किया और ना ही हमें कभी जरूरत पड़ी, हमने कभी महावीर प्रसाद को नियुक्ति का आश्वासन नहीं दिया क्योंकि हमें बतौर शाखा प्रबन्धक अधिकार प्राप्त ही नहीं थे और आज की तारीख में भी अधिकार नहीं है, महावीर प्रसाद पर समय की पाबन्दी ही नहीं थी तो दैनिक हाजरी लगाने का प्रश्न ही नहीं था, महावीर प्रसाद बैंक की सेवा में था ही नहीं इसलिये मेरे द्वारा महावीर प्रसाद की सेवायें 1-10-83 से समाप्त करने का प्रश्न ही नहीं होता था, यह गलत है कि 28-9-82 से

30-9-83 के मध्य 367 दिन लगातार कार्य किया हो तथा सितम्बर 1983 में हमारे मकान मालिक बिहारीलाल भटेजा के यहां से महावीर प्रसाद ने कार्य करना छोड़ दिया व किसी अन्य के यहां कार्य करने लगा जिसकी दुकान बैंक से दूरी होने से उसने बैंक में आना कम किया व बाद में बन्द कर दिया। जिरह में इस गवाह ने महावीर प्रसाद 20-9-82 से नौकर लगना गलत बताते हुए यह भी बताया है कि महावीर प्रसाद अंशकालीन नौकरी पर ही नहीं रखा था, उसे तो आकस्मिक कार्य के लिये बुलाते थे।

इस सम्बन्ध में ही अप्रार्थीगण के एक अन्य साथी कमलदत्त, अधिकारी एवम् प्रबन्धक, कार्मिक एवं मानव संसाधन विभाग, स्टेट बैंक ऑफ इंडिया आंचलिक कार्यालय जयपुर का बतलाना है कि महावीर प्रसाद को अप्रार्थी बैंक ने कभी भी सेवा में नहीं रखा था, उसने सितंबर 82 से सितंबर 83 के मध्य बैंक में ठेके पर कार्य किया है। और ठेके के दौरान वह जब आता था उस दिन का भुगतान ले लेता था और जब नहीं आता था तो भुगतान नहीं होता था, बैंक द्वारा उसको न तो नियोजित किया गया ना ही उसको छंटनी किया, बैंक में नियोजन हेतु शाखा प्रबन्धक सक्षम व्यक्ति नहीं है, भारतीय स्टेट बैंक और ऑल इंडिया स्टेट बैंक ऑफ इंडिया स्टाफ फेडरेशन के बीच 27-10-88 को औद्योगिक विवाद अधिनियम के अन्तर्गत हुए समझौते की पालना में बैंक ने सभी शाखाओं को पत्र प्रदर्श एम-25 प्रेषित किया और समझौते की पालना में 1-7-75 से 31-7-88 के मध्य संदेश वाहक/फराश/केश कुली/स्वीपर और बैंक गार्ड की पूर्णकालिक या अंशकालिक रिक्तियों पर स्थाई नियुक्ति हेतु विचार किये जाने के लिये राजस्थान पत्रिका के 1-5-1991 के समस्त अंकों में अर्थात् प्रदर्श एम-26 से 30 में सूचना प्रकाशित कर 30 मई 1991 से पूर्व डाक से अन्यथा आवेदन मांगे थे और श्री महावीर प्रसाद का निर्धारित अवधि में पूर्ण संलग्नक सहित आवेदन प्राप्त नहीं होने के कारण वह कोई आशुतोष प्राप्त करने का अधिकारी नहीं रहा, जैसाकि पत्र प्रदर्श एम-31 दिनांक 28-8-91 से स्पष्ट है, दिनांक 27-10-1988 एवम् 9-1-91 के सन्दर्भ में जारी पत्र दिनांक 6-4-91 के अनुसरण में विज्ञापित/नोटिस दिनांक 20-8-91 की राजस्थान के राजस्थान पत्रिका में निकाला गया था जिसके द्वारा 1-8-88 से 14-8-91 के मध्य कार्य किये गये व्यक्तियों के मामले में विचारण के लिये 20-9-91 अंतिम तिथि रखी गयी थी। इस गवाह के अनुसार महावीर प्रसाद की कार्यअवधि 1982-1983 होने के कारण एवम् उसके द्वारा पूर्ण संलग्नक के साथ आवेदन पत्र प्रस्तुत नहीं करने पर 30-5-91 तक प्रस्तुत नहीं होने पर उसको नियोजन हेतु प्राथमिकता नहीं दी जा सकी। करणपुर में महावीर प्रसाद की श्रेणी का कोई पद रिक्त नहीं है, उसकी नियुक्ति निर्धारित प्रक्रिया से सक्षम अधिकारी द्वारा नहीं करने के कारण उसे सेवा में रहने का कोई अधिकार नहीं है, समझौता अधिकारी के समक्ष भी जानकारी दे दी गई थी कि महावीर प्रसाद स्वयं 1983 के बाद शाखा में आना बन्द हो गये थे और तथाकथित पत्र उनके रिकार्ड में उपलब्ध नहीं है, उसको स्वयं को पता था कि उसे नियोजन का अधिकार प्राप्त नहीं है इसीलिये उसने विवाद देरी से प्रस्तुत किया जिसकी सूचना अप्रार्थी को 1996 में हुई जो असफल वार्ता रिपोर्ट प्रदर्श-एम-32 से स्पष्ट है, सुखदेव को निर्धारित प्रक्रिया से नियोजित किया गया था उसका मुकाबला महावीर प्रसाद से नहीं किया जा सकता है। जिरह के दौरान गवाह ने स्वीकार

किया है कि श्रमिक को पेटी केश से भुगतान करते थे श्रमिक से मजदूरी का काम करवाते थे, श्रमिक और बैंक के मध्य कोई लिखित अनुबंध निष्पादित नहीं हुआ था।

इसी सम्बन्ध में अप्राथी पक्ष के एक अन्य गवाह धनेश कुमार, शाखा प्रबन्धक करणपुर का बतलाना है कि महावीर प्रसाद ने 31 मई 1991 से पूर्व समस्त संलग्नक सहित आवेदन अग्रेषित करने हेतु शाखा में प्रस्तुत नहीं किया था, महावीर प्रसाद पहले करणपुर में दुकान पर कार्य करता था वर्तमान में वह श्री गंगानगर में सब्जी का व्यवसाय करता है, वह लगातार लाभप्रद नियोजन में रहा है, इसके अतिरिक्त मैंने महेश्वरी लॉज में सफाई का कार्य करते हुए देखा है। जिरह के दौरान इस गवाह का यह भी बताना है कि मैंने महावीर प्रसाद को एक महीने पूर्व बुलाया था, यह जानने के लिए कि यह आजकल क्या काम कर रहा है, पूछने पर उसने बताया कि वह आजकल महेश्वरी लाज श्री गंगानगर में सफाई का काम कर रहा है और कभी-कभी सब्जी का गाड़ा भी लगाता है। इस गवाह ने स्वीकार किया है कि यह सही है कि बैंक में आज भी सफाई का कार्य होता है जो स्थाई कर्मचारी करता है जो सुखदेव कुमार है, जो कब से लगा है पता नहीं है, मुझे इस प्रकरण के बारे में व्यक्तिगत जानकारी तो नहीं है रिकार्ड के आधार बयान देने आया हूँ, आज हमारे बैंक में 9 अवार्ड कर्मचारी और तीन अधिकारी हैं, श्रमिक महावीर प्रसाद की नियुक्ति नहीं की गयी थी बल्कि कभी-कभी सफाई करवा लेते थे जिसके पैसे देते थे पैसे का अर्थ मजदूरी से है, मेरे समय में मैंने महावीर प्रसाद को कभी भी नहीं बुलाया क्योंकि वह तो करणपुर में रहता ही नहीं है उसका परिवार ही करणपुर में रहता है।

9. विद्वान पक्षकारों की बहस एवम् पत्रावली के अवलोकन से हम देखते हैं कि श्रमिक में अप्राथीगण के अधीन नियोजन में सितंबर 1982 से सितंबर 1983 तक 367 दिन कार्य करना क्लेम में अंकित किया है एवम् साक्ष्य के दौरान प्रस्तुत संस्थापन में प्राथी ने अप्राथीगण के अधीन अंशकालीन सफाई कर्मचारी के रूप में 28-9-82 से 30-9-83 तक नियोजित रहते हुए काम करना बताया है जबकि अप्राथीगण ने प्राथी को अनुबंध के आधार पर कार्य करना माना है एवम् संशोधित जबाब दावे में चरण सं. 29 में सितंबर 82 से सितंबर 83 की कार्य अवधि में 336 दिन स्वीकार किये हैं और इस अवधि का भुगतान करना भी स्वीकार किया है, इस भुगतान की पुष्टि में वाउचर्स प्रदर्श एम-6 से 29 भी प्रस्तुत किये हैं, इन वाउचर्स की यह राशि दर्शाती है कि प्राथी पूर्णकालिक कर्मकार के रूप में किसी भी सूरत में नहीं था। नियोजक पक्ष ने प्राथी का यह सफाई कार्य अनुबंध के आधार पर होना बताया है परन्तु किसी प्रकार का कोई अनुबंध न्यायालय के समय प्रस्तुत नहीं किया गया है अर्थात् प्राथी अप्राथीगण के अधीन अनुबंध के आधार पर कार्यरत होना प्रमाणित नहीं होता है। नियोजक पक्ष का यह कथन भी बलहीन एवम् सारहीन पाया जाता है कि बिहारीलाल धटेजा के मकान में पहली मंजिल पर एक कमरे में बैंक की शाखा होने के कारण उक्त बिहारीलाल के यहां कार्यरत प्राथी को मजदूर की आवश्यकता होने पर बुलवाया जाता था जिसका कोई निश्चित कार्य या निश्चित दिन नहीं होता था और महावीर प्रसाद की कार्य में रुचि बनाये रखने के लिये कुछ राशि का भुगतान उसे पे-आर्डस से कर दिया जाता था क्योंकि स्वयं नियोजक के संशोधित जबाब दावे की चरण सं. 29 में श्रमिक का कार्यकाल सितंबर 82 से

सितंबर 83 तक निरन्तर बतलाया गया है जो दर्शाता है कि श्रमिक केवल मान कार्य की आवश्यकता होने पर ही नहीं आता था बल्कि प्रत्येक महीने में पूरे माह कार्य करता था, इस कारण उसकी कार्य अवधि सितंबर 82 में दस दिन होते हुए भी अक्टूबर 82 से सितंबर 83 तक 336 दिन स्वीकार किये गये हैं, इस प्रकार वाउचर्स प्रदर्श-एम-6 से 29 में वर्णित यह राशि दर्शाती है कि प्राथी का कार्यकाल अंशकालीन कर्मकार के समान था एवम् माननीय उच्चतम न्यायालय द्वारा कई मामलों में प्रतिपादित सिद्धान्त के अनुसार एक अंशकालिक कर्मकार का दर्जा भी पूर्णकालिक कर्मकार के समान होता है और वह पूर्णकालिक कर्मकार के समान सभी सुविधायें आदि प्राप्त करने का अधिकारी होता है। इस प्रकार हम देखते हैं कि प्राथी द्वारा नियोजक के अधीन अंतिम कार्य दिवस 30-9-83 और सेवा समाप्ति दिनांक 1-10-83 से पूर्व एक कलेण्डर वर्ष में 240 दिन से अधिक होना प्रमाणित होता है एवम् प्राथी के कार्यकाल को तो स्वयं अप्राथीगण ने भी स्वीकार किया है एवम् भुगतान होना भी प्रमाणित किया है अर्थात् नियोजक के अधीन प्राथी द्वारा कार्य करना एवम् भुगतान प्राप्त करने के सम्बन्ध किसी प्रकार का कोई विवाद पक्षकारों के मध्य नहीं है। मुख्य विवाद इस सम्बन्ध में ही है कि प्राथी के इस कार्यकाल की प्रकृति क्या थी। पूर्णकालिक या अंशकालिक या संविदा आधारित प्राथी अपने इस कार्य को अंशकालीन बतलाता है जबकि नियोजक ने इसे संविदा आधारित बतलाया है परन्तु किसी प्रकार की कोई संविदा का प्रलेख न्यायालय में प्रस्तुत नहीं किया गया है, प्राथी का कार्य अंशकालीन होना प्रत्येक माह के भुगतान वाउचर्स में अंकित राशि से प्रमाणित होता है। ऐसी सूरत में हम यह मानने को बाध्य हैं कि प्राथी अप्राथीगण के अधीन अंशकालीन कर्मचारी के रूप में नियोजित था। केवल मात्र प्रदर्श-एम-3 उपस्थिति रजिस्टर में प्राथी के हस्ताक्षर नहीं होने मात्र से यह नहीं माना जा सकता कि प्राथी किसी भी पक्ष में अप्राथीगण के अधीन कार्यरत नहीं था। इस प्रकार प्राथी अप्राथीगण के अधीन अंशकालीन कर्मकार के रूप में नियोजित होना प्रमाणित होता है। जहां तक अप्राथी सं. 1 को प्राथी द्वारा पक्षकार बनाये जाने का प्रश्न है, प्रसंग केवल मात्र अप्राथी सं. 1 एस. बी. आई. जरिये रीजनल मैनेजर, रीजनल ऑफिस, पृथ्वीराज रोड जयपुर के विरुद्ध ही प्राप्त हुआ है परन्तु चूंकि प्राथी ने अप्राथी सं. 2 के कार्यालय में ही कार्य किया था जिसे स्वयं नियोजक ने भी स्वीकार किया है ऐसी सूरत में न्यायालय की अनुमति लिये बिना भी अप्राथी सं. 2 के विरुद्ध बाद प्रस्तुत कर देने से प्राथी के अधिकारों पर कोई प्रतिकूल प्रभाव नहीं पड़ता है। प्राथी की यह त्रुटि ऐसी नहीं है कि केवल मात्र इसी आधार पर प्राथी के पूरे वाद को ही अस्वीकार कर दिया जावे। वास्तव में तो अप्राथी सं. 2 ही इस प्रकरण में एक महत्वपूर्ण पक्ष प्रकार है जिसे उचित रूप में पक्षकार बनाया गया है।

10. जहां तक प्राथी की सेवाएं 1-10-83 को समाप्त करते समय एक माह का नोटिस, नोटिस वेतन और छंटनी मुआवजा दिये जाने का प्रश्न है, औद्योगिक विवाद अधिनियम के इस प्रवधान अर्थात् धारा 25-एफ की पालना करने का सिद्धि भार अप्राथीगण पर था परन्तु अप्राथीगण द्वारा इस सम्बन्ध में किसी प्रकार का कोई साक्ष्य एवम् प्रमाण प्रस्तुत नहीं किया गया है एवम् यह सिद्ध नहीं किया है कि 1-10-83 को सेवा समाप्त करते समय उसे एक माह का नोटिस या नोटिस वेतन और छंटनी मुआवजे का भुगतान किया गया अर्थात्

अप्राथीगण द्वारा श्रमिक की सेवा समाप्ति करते समय धारा 25-एफ. की पालना नहीं की गयी है। जहां तक प्राथी की सेवा समाप्ति के पश्चात् सुखदेव की नियुक्ति बाबत प्राथी पक्ष का तर्क है, इस तर्क पर विचार नहीं किया जा सकता क्योंकि यह तर्क प्रसंग में विचारणीय बिन्दु नहीं है।

11. जहां तक नियोजक पद की विज्ञप्ति और नोटिस का प्रश्न है एवम् प्रलेख प्रदर्श एम-25, 26 से 31-32 का प्रश्न है, श्रमिक ने यह बताया है कि उसने प्रार्थनापत्र प्रदर्श डब्ल्यू.1 के द्वारा प्रेषित किया था एवम् अप्राथी शाखा प्रबन्धक से मौखिक निवेदन किया था, प्राथी द्वारा प्रदर्श डब्ल्यू 2 और 3 के द्वारा भी आवेदन रजिस्टर्ड पत्र द्वारा प्रेषित किये गये थे एवम् इसकी पुष्टि स्वयं नियोजक के पत्र प्रदर्श डब्ल्यू 4 से भी होती है जिसके अनुसार प्राथी का प्रार्थनापत्र अप्राथी सं. 2 द्वारा अप्राथी सं. 1 को प्रेषित किया गया था। इस प्रकार नियोजक का यह कथन भी बलहीन एवम् सारहीन पाया जाता है कि श्रमिक ने नियोजक पक्ष की विज्ञप्ति के प्रत्युत्तर में आवेदन नहीं किया। स्वयं नियोजक पक्ष ने अप्राथी सं. 2 को प्राथी द्वारा सम्बोधित पत्र प्रदर्श एम-2 प्रस्तुत किया है जिसके अनुसार प्राथी ने 9 दिन की उपस्थिति का वेतन काटकर शेष 22 दिन का वेतन अदा करने का निवेदन किया है जिसमें प्राथी ने 9 दिन अनुपस्थित रहना स्वीकार किया है, यह तथ्य भी सिद्ध करता है कि प्राथी अप्राथीगण के अधीन कर्मकार के रूप में नियोजित था, प्रदर्श एम-2 में पानी भरने का उल्लेख है।

12. बहस के दौरान प्राथी पक्ष की ओर से निम्न न्यायदृष्टांत प्रस्तुत किये गये हैं ;

- (1) एस. एल. आर. 2003(4) पृष्ठ 722 (एस. सी.)
स्टेट बैंक ऑफ वेस्ट बंगाल व अन्य विरुद्ध पांथा चटर्जी व अन्य
- (2) आर. एल. आर. 1989(1) पृष्ठ 156 (राज.) यशवंत सिंह यादव विरुद्ध राजस्थान राज्य व अन्य
- (3) 1999 लेख. आई. सी. 1323 (एस. सी.) सेक्रेटरी हरियाणा स्टेट इलेक्ट्रीसिटी बोर्ड व सुरेश व अन्य

और यह तर्क दिया है कि प्राथी महावीर प्रसाद एक अंशकालीन कर्मचारी था जिसकी सेवायें अप्राथी नियोजक पद द्वारा 1-10-83 से समाप्त करने से पूर्व उसको औद्योगिक विवाद अधिनियम की धारा 25-एफ की पालना में एक माह का नोटिस एवम् नोटिस वेतन और छंटनी मुआवजा दिये बिना की गई प्राथी श्रमिक की यह सेवामुक्ति अवैध, अनुचित एवम् अप्रभावी होने से निरस्तनीय है और प्राथी श्रमिक सभी देय लाभों सहित बहाल होने का अधिकारी है। इस सम्बन्ध में हम अप्राथीगण की ओर से प्रस्तुत न्यायदृष्टांतों का लाभ दिलाने में अपने आपको असर्थ पाते हैं, अप्राथीपक्ष की ओर से निम्न न्यायदृष्टांत प्रस्तुत किये गये थे:-

- (1) 2000 (1) सी. एल. आर. 901 (राज.) नरेन्द्र सिंह सोलंकी विरुद्ध राँ एण्ड फ्रिनिशिंग प्रोडक्शन व अन्य
- (2) 2000 (1) सी. एल. आर. 922 (एस. सी.) रैंज फोरेस्ट आफिसर विरुद्ध एस. टी. इदी मनी

- (3) 2004 डीएनजे (एस. सी.) 857 म्युनिसिपल कार्पोरेशन फरीदाबाद विरुद्ध श्री निवास
- (4) 2002 (II) सी. एल. आर. 1043 (राज.) गिरधर गोपाल सैनी विरुद्ध औद्योगिक न्यायाधिकरण व अन्य
- (5) 2002 (1) डब्ल्यू. एल. आर. 501 (राज.) डिविजनल फोरेस्ट आफिसर विरुद्ध रघुवर व अन्य
- (6) 1997 (1) सी. एल. आर. 151 स्टेट ऑफ पंजाब एक्जीक्यूटिव इंजिनियर विरुद्ध काली दास व अन्य
- (7) 2002 (3) डब्ल्यू. एल. आर. 67 (राज.) सुरेशचन्द्र बनाम जनरल मैनेजर, राज. स्टेट ब्रिज एण्ड कंसट्रक्शन कार्पोरेशन

13. अतः, केन्द्रीय सरकार, द्वारा प्रेषित प्रसंग को उत्तरति करते हुए प्राथी श्रमिक के पक्ष में यह पंचाट इस प्रकार से पारित किया जाता है कि :

प्राथी श्रमिक महावीर प्रसाद को 1-10-83 से सेवा समाप्त करते समय औद्योगिक विवाद अधिनियम की धारा 25-एफ की पालना में एक माह का नोटिस अथवा नोटिस वेतन एवम् मुआवजा नहीं देने के कारण उसकी अप्राथीगण द्वारा की गयी यह सेवामुक्ति अनुचित एवम् अवैध है, परिणामतः प्राथी अप्राथीगण के नियोजन में सेवा समाप्ति दिनांक 1-10-83 से सेवा में निरन्तरता के लाभ सहित सर्वेतेन बहाल होने का अधिकारी है, परन्तु सेवामुक्ति दिनांक से आज दिनांक के मध्य काम नहीं तो वेतन नहीं के सिद्धान्त के आधार पर इस अवधि में वह वेतन प्राप्त करने का अधिकारी नहीं है परन्तु उसके द्वारा भुगती गयी परेशानियों को देखते हुए वह 2500/- रु. की प्रतिकर राशि अवश्य प्राप्त करने का अधिकारी है और प्राथी श्रमिक आज आवार्ड दिनांक से पुनः बहाली होने तक की अवधि में पूर्व की भांति पूर्व वेतन प्राप्त करने का अधिकारी है।

उक्त आवार्ड अधिनियम की धारा 17(1) के अन्तर्गत प्रकाशनार्थ भारत सरकार, श्रम मंत्रालय को प्रकाशनार्थ भेजी जावे।

के. एल. माथुर, न्यायाधीश

नई दिल्ली, 20 जुलाई, 2006

का.आ. 3315.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. कारबोरेण्डम यूनिवर्सल लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय अहमदाबाद के पंचाट (संदर्भ संख्या 610/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-7-2006 को प्राप्त हुआ था।

[सं. एल-29011/9/1993-आईआर(विविध)]

बी. एम्. डेविड, अवर सचिव

New Delhi, the 20th July, 2006

S.O. 3315.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.610/04) of the Central Government Industrial Tribunal-cum-Labour

Court Ahmedabad as shown in the annexure in the Industrial Dispute between the employers in relation to the management of M/s. Carborandum Universal Ltd. and their workman, which was received by the Central Government on 19-7-2006

[No. L-29011/9/1993-IR (M)]

B.M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT: SHRI B.I. KAZI, (B. SC., L.L.M.) Presiding
Officer

Industrial Dispute (Reference C.G.I.T.A) No. 610/04
Old (I.T.C.) No. 18/1995

The Mines Manger,
M/s. Carborandum Universal Ltd.,
Bhatia, Dist. Jamnagar
Gujarat 361 315.

...First Party

V/s.

The General Secretary,
Jamnagar Jilla Mazdoor Sangh,
Pancheshwar Tower Road,
Near Ajanta Tupe Class,
P.O. Jamnagar, Gujarat 361 315

...Second Party

APPEARANCE

First Party : Kalpak Trivedi
Second Party : S.B. Gogia

AWARD

1. The Government of India has referred the Industrial Dispute between the above parties by order No. L-29011/9/93-IR (DU) dated. 10-02-1995 to this Tribunal for adjudication. the terms of reference is as under :

SCHEDULE

1. "Whether the action of the management of M/s. Carborandum Universal Ltd., in not accepting the demand of the union for increase in Tea Allowance from Rs. 35/- to Rs. 75/- w.e.f. 6-03-1990 is justified? If not, to what relief the workmen are entitled?"
2. "Whether the action of the management of M/s. Carborandum Universal Ltd., in not accepting the demand for increase in Medical allowance from Rs. 435/- to Rs. 600/- w.e.f. 06-3-1990 is justified? If not, to what relief the workman are entitled?"
3. "Whether the action of the management of M/s. Carborandum Universal Ltd., in not accepting the demand to provide 10 holidays instead of 5 holidays in a year is justified? If not, to what relief the workmen are entitled?"

2. The second party was issued a notice to file a statement of claim by this Tribunal on 23-2-1995. The second party has submitted an authority to represent the second party. By Ex-8, the second party submitted an application to withdraw the reference and it was stated that applicant is satisfied and he does not want to adjudicate the matter and prayed to allow the second party to withdraw the matter.

3. Looking to the facts of Ex. 8 the Tribunal has allowed to withdraw the reference. Hence I hereby pass the following the order :

ORDER

Application Ex. 8 is hereby allowed. The second party is allowed to withdraw the reference. The reference is hereby disposed off. No order as to cost.

Dated : 30-06-06

Ahmedabad

B. I. KAZI, Presiding Officer

नई दिल्ली, 21 जुलाई, 2006

का.आ. 3316.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी. पी. डब्लू. डी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 2, नई दिल्ली के पंचाट (संदर्भ संख्या 94/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2006 को प्राप्त हुआ था।

[सं. एल-42012/224/2004-आईआर(सी-II)]

अजय कुमार गौड़, डैस्क अधिकारी

New Delhi, the 21st July, 2006

S.O. 3316.—In Pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 94/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, New Delhi as shown in the annexure in the Industrial Dispute between the management of Central Public Works Department, and their workman, which was received by the Central Government on 21-7-2006.

[No. L-42012/224/2004-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT II AT NEW DELHI

Presiding Officer : R. N. RAI

I.D. No. 94/2005

IN THE MATTER OF :—

Shri Suresh Singh,
S/o. Shri Pyare Lal,
Through Shri Ravi Shankar,
General Secretary Workers' Union,
167, Punchkuian Road,
New Delhi-110 001.

Versus

1. The Director,
M/s. CPWD,
Nirman Bhawan,
New Delhi-110 001.
2. The Executive Engineer (Elect.) Elect. Constn. Divn. II,
Central Public Works Department,
S.D.I. Shankar Market, Vidyut Bhawan,
New Delhi.

AWARD

The Ministry of Labour by its letter No. L-42012/224/2004-IR (C-II) Central Government Dt. 09-08-2005 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the demand of the Workers’ Union for regularization of workman Shri Suresh Singh, S/o. Shri Pyare Lal in the establishment of CPWD is legal and justified? If yes, to what relief the workman is entitled to and from which date.”

It transpires from perusal of the order sheet that notice to the workman was sent but he was not present on 21-11-2005. The workman applicant has not even filed claim statement. Management was also not present. Again notice to both the parties was sent but neither the workman applicant nor the management turned up despite notice. The workman applicant has not filed claim statement despite service of notice.

No dispute award is given.

Date: 19-07-2006

R. N. RAI, Presiding Officer

नई दिल्ली, 21 जुलाई, 2006

का.आ. 3317.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी. पी. डब्ल्यू. डी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं 2, नई दिल्ली के पंचाट (संदर्भ संख्या 128/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2006 को प्राप्त हुआ था।

[सं. एल-42012/157/2003-आईआर(सी-II)]

अजय कुमार गौड़, डैस्क अधिकारी

New Delhi, the 21th July, 2006

S.O. 3317.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 128/2004) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, New Delhi as shown in the annexure in the Industrial Dispute between the Central Public Works Department and their workmen, which was received by the Central Government on 21-7-2006.

[No. L-42012/157/2003-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE THE PRESIDING OFFICER : CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II, RAJENDRA BHAWAN,
GROUND FLOOR, RAJENDRA PLACE, NEW DELHI**

PRESIDING OFFICER : R. N. RAI I.D. NO. 128/2004

IN THE MATTER OF :

Shri Shoraj Singh,

S/o Shri Harish Chand,

C/o. The President,

All India CPWD (MRM) Karamchari Sangathan,

4823, Balbir Nagar Extension,

Gali No. 13,

Shahdara, Delhi-110032.

Versus

1. The Director General of Works,
Central Public Works Department,
Nirman Bhawan,
New Delhi—110 011.
2. The Executive Engineer, ACD-IV,
Central Public Works Department,
Vidyut Bhawan,
New Delhi.

AWARD

The Ministry of Labour by its letter No. L-42012/157/2003-IR (C-II) Central Government Dt. 09-08-2005 has referred the following point for adjudication.

The point runs as hereunder :

“Whether the contract between the management of CPWD and their contractor is sham? If so, the demand of the All India CPWD (MRM) Karamchari Sangathan for regularisation/absorption of the services of Contract labour namely Shri Shoraj Singh, S/o Shri Harish Chand, Lift Operator is legal and justified? If yes, to what relief the workman is entitled and from what date?”

It transpires from perusal of the order sheet that notice to the workman was sent but he was not present on 24-05-2005. The workman applicant has not even filed claim statement. Management is present. Again notice to both the parties was sent but neither the workman applicant nor the management turned up despite notice. The workman applicant has not filed claim statement despite service of notice.

No dispute award is given.

Date 19-07-2006

R. N. RAI, Presiding Officer

नई दिल्ली, 21 जुलाई, 2006

AWARD

का. आ. 3318.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रथमा बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1, नई दिल्ली, के पंचाट (संदर्भ संख्या आई डी-20/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2006 को प्राप्त हुआ था।

[सं. एल-12012/268/1990-आईआर (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 20st July, 2006

S.O. 3318.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. ID-20/91) of the Central Government Industrial Tribunal No. 1, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Prathma Bank and their workman, which was received by the Central Government on 21-07-2006.

[No. L-12012/268/1990-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SHRISANT SINGH BAL, PRESIDING
OFFICER CENTRAL GOVT. INDUSTRIAL TRIBUNAL
NO. 1, NEW DELHI

I.D. No. 20/91

In the matter of dispute between:

Shri Ashwani Kumar Gautam,

R/O 7/232, Jain Mandir Gali,

Shahdara, Delhi-11 0032.

....Workman

Versus

Adhyaksh,

Prathma Bank,

Pradhan Karyalya,

Nainital Road,

Muradabad -244001

.....Management

APPEARANCES:

None for parties.

The Central Government in the Ministry of Labour vide its Order No. L- 12012/268/90-IR(B-1) dated 18-2-91 has referred the following industrial dispute to this Tribunal for adjudication:

"Whether the action of Prathma Bank, Muradabad in imposing the penalty of removal of Shri Ashwani Kumar Gautam w.e.f. 10-8-1989 vide their letter No. DP-10/CS-02/IRD/89 dated 10-8-1989 was justified? If not, to what relief the workman is entitled to?"

2. Brief facts of this case as culled from record are that the workman was appointed as clerk cum cashier w.e.f. 19-12-84 and his services were governed by Prathma Bank (Staff) Service Regulation, 1980, framed by the Bank's Board of Directors, in exercise of powers conferred by Section 10 of the Regional Rural Banks Act, 1976 (Act 211 of 1976). The Prathma Bank was constituted by Central Government under Section 30 of the Regional Rural Banks Act, 1976, is an instrumentality of State and, therefore, its employees have a statutory status. The workman has been working efficiently since his appointment. However, on 6-5-87 the Manager (Complaints) of the bank issued a letter to the workman, alleging that one Shri Kalaluddin had informed the Bank about having deposited an amount of Rs. 1,000 in the account on 3-3-87 and that he was issued receipt by the Branch and the said amount has not been found in the bank records. The workman was asked to offer explanation in the matter vide annexure W /1 A. The workman furnished his explanation dated 17-5-87 stating that he has not received any such amount of Rs. 1000 from said Kalaludin and the receipt does not bear his signatures. Thereafter a charge sheet dated 16-6-81 was served on him by Chairman of the Bank alleging that the workman committed major misconduct of having willfully defrauded the Bank and its customers and had knowingly done act detrimental to the interest of Bank's discipline in terms of Regulation 30(1) of the Staff Service Regulations read with Regulation 19 and the workman furnished reply to the aforesaid charge sheet and charges made therein a departmental enquiry was commenced against the workman on 22-8-87 by Shri S.K. Sharma-General Manager. Management representative filed documents to substantiate charges on 22-9-87 but the workman requested the general manager/enquiry officer for permission to be represented by one Shri Mahinder Singh as his defence representative which was objected to by management representative and his request was disallowed on 27-10-87. In view of the objection that thereafter workman approached Board of Director which allowed the workman to be represented by Mahinder Singh as his Defence Representative. The A/R requested the management to furnish the banks disciplinary proceeding documents Bank's Manual of Disciplinary Proceedings, (2) Copy of the Investigation Report of the

case (3) Copy of the original complaint, but on the objection of the management's representative that these documents had no relation with the charges against the workman and that all these were the confidential documents of the bank, the enquiry officer rejected the request of the defence representative for production of all the aforesaid document. It is further averred that in the course of enquiry management representative examined three witnesses whereafter the workman gave his own statement and with this, the enquiry was concluded on 5.10-88. Thereafter workman received a letter dated 18.7.89 from the enquiry officer to submit his written arguments while defence representative was also directed to submit his defence arguments within 5 days of the above letter of the enquiry officer. He approached the enquiry officer to supply him the copy of the written statement but before filing his written submissions he was informed by the enquiry officer that he had submitted his Findings to the Chairman on 1-8-89. Thereafter he received an order dated 10-8-89 from the Chairman, removing him from service of the Bank and enclosing therewith a copy of the report of the Enquiry Officer dated 1-8-89 copies of which are annexure W/5 and W/6. workman submitted an appeal dated 21-8-89 against the aforesaid order of his removal from services to the Board of Directors, which was acknowledged by a letter of the Bank dated 22-8-89. The workman did not receive any order from the Board of Directors about disposal of his appeal even after lapse of more than a year of his appeal, the workman sent a notice of demand dated 25-8-90 to the bank, which was received by the Bank on 29-8-90. Thereafter workman raised industrial dispute about the illegal action of management removing him from service w.e.f. 10-8-89. The conciliation proceedings before the Assistant Labour Commissioner resulted in failure. In the meantime he received communication dated 10-10-90 that his appeal dated 21-8-89 has been dismissed but he was not furnished copy of the same. The conciliation proceeding resulted in failure culminating in the present reference. Workman has impugned the action of his removal of service by the respondent bank on various grounds mentioned in the statement of claim and requested to hold that the action of the management in imposing the penalty of removal on Shri Ashwani Kumar Gautam w.e.f. 10-8-89 vide letter No. DP-1 '0/CS-02/IRD/89 as illegal and unjustified and claims to be reinstated with full back wages.

3. Management contested the case by filing written statement admitting that the workman was working and his services were removed on the basis alleged by him. However, he has been removed in accordance with the principle of natural justice and as per of the contents are not applicable and in view of the above claim statement is sought to be dismissed as the averments made therein are false and not correct. By way of substantial pleas the

management showed his pleadings that if the Hon'ble court comes to the conclusion that the answering petitioner be given a further opportunity to prove the charges against the said workman before this court, then this Hon'ble court may issue summons to them, in case if so require.

4. Written statement was followed by rejoinder wherein the facts mentioned in the claim statement were reiterated to be correct and those of written statement were refuted.

5. The case was posted for evidence of the management by way of affidavit on issue no.1 "whether the domestic enquiry conducted against the workman is fair and proper? On 24-3-92 so many adjournments and after giving to the management, management did not examine any witness and was proceeded ex parte on 21-3-95 and case was adjourned to 4-5-95 for evidence of the workman by way of affidavit. In the meantime management filed application for setting aside the ex parte order and workman filed reply on 4-5-95 to the application which was dismissed on 4-12-95 and ex parte evidence of the workman recorded on 12.8.96 and the case was then adjourned to 23-9-96 for arguments On 24-1-06 workman did not appear but Shri J.R. Jha A/R for the management informed the court that he received information that probably the workman had expired and requested for adjournment and case was adjourned to 26.4.06 for further proceedings/arguments. Thereafter case was adjourned to 26.4.06 and today 18-7-06 but none of the L. Rs. of the workman came forward to be impleaded to contest the case. Even after six months about the information of workman having expired was furnished by the opposite party. No steps have been taken by the L.Rs. in these proceedings. The fact that the workman has expired is not certain, even if the statement of A/R of the management is taken into consideration. However, fact remains that none is appearing to prosecute the reference on behalf of workman. Hence No Dispute Award is accordingly passed. File be consigned to record room.

(S.S. BAL), Presiding Officer

Dated : 18.7.06.

Further it is ordered that the requisite number of copies of this award may be forwarded to the Central Govt. for necessary action at their end.

S. S. BAL, Presiding Officer

Dated : 18.7.06.

नई दिल्ली, 21 जुलाई, 2006

का. आ. 3319.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, सं.-II, मुम्बई के पंचाट (संदर्भ संख्या 2/102 ऑफ 2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2006 को प्राप्त हुआ था।

[सं. एल-12011/23/2004-आई आर (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 21st July, 2006

S.O. 3319.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 2/102 of 2005) of the Central Government Industrial Tribunal/Labour Court, No.-II, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 21-07-2006.

[No. L-12011/23/2004-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI****PRESENT:**

Shri A. A. LAD, Presiding Officer

Reference : CGIT-2/102 of 2005

Employers in relation to the Management of State Bank of India

The Zonal Manager,
State Bank of India, Mumbai Zonal Office,
Region-II, 88C, DGP House,
Old Prabhadevi Road,
Mumbai-400025.

AND

Their workman

Shri Vedmanickam, Selvin Nadar,
152, Chitra Musical,
90 Feet Road,
Dharavi, Mumbai-400017.

APPEARANCE:

For the Employer : Mr. M. G. Nadkarni, Advocate

For the Workmen : Absent

Date of reserving Award : 27th April, 2006

Date of passing of Award : 1st June, 2006

AWARD

The Desk Officer to the Government of India, Ministry of Labour, (Bharat Sarkar), New Delhi, by letter dated 29th August, 2005 sent this reference, in exercise of powers conferred by Clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 to this Tribunal, regarding termination of Shri Vedmanickam Selvin Nadar who was terminated with effect from 20th November, 2000, stating whether the said termination is justified.

2. After receiving reference notices were sent to both. As per it 1st Party appeared in the reference. However, 2nd Party did not accept the notices Exhibits 4, 9, and 14 reveals, that, the notices sent to him, returned unclaimed.

3. It reveals that, 2nd Party is not interested in the reference so, I treat 2nd Party is not interested in the reference and proceed to pass the following order :

ORDER

Reference of Shri Vedmanickam Selvin Nadar is rejected and disposed of for want of prosecution.

Mumbai,

1st June, 2005.

A. A. LAD, Presiding Officer

नई दिल्ली, 21 जुलाई, 2006

का. आ. 3320.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, सं.-II, मुम्बई के पंचाट (संदर्भ संख्या 2/210 ऑफ 2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2006 को प्राप्त हुआ था।

[सं. एल-12012/308/1999-आई आर (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 21st July, 2006

S.O. 3320.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 2/210 of 2000) of the Central Government Industrial Tribunal/Labour Court, No.-II, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 21-07-2006.

[No. L-12012/308/1999-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. II, MUMBAI****PRESENT:**

Shri A. A. Lad, Presiding Officer

Reference : CGIT-2/210 of 2000

**Employers in relation to the Management of State Bank
of India**

The Assistant General Manager,
State Bank of India, Mumbai Zonal Office,
Mumbai-400021.

AND

Their workman

Mr. B. R. Avaghade, through
The General Secretary,
State Bank of India Staff Union,
68/86, Harkoovarba Bldg.,
Pandit Bahale Marg,
Thakurdwar Road,
Mumbai-400002.

APPEARANCE:

For the Employer : S/Shri P. K. Rele, S. V. Alva,
A. M. Pota, J. V. Mhaske,
Advocates.

For the Workmen : Mrs. Meena H. Doshi,
Advocate.

Date of reserving Award : 17th May, 2006

Date of passing of Award : 6th June, 2006

AWARD-PART I

The matrix of the facts as culled out from the proceeding are as :

1. The Government of India, Ministry of Labour, by its Order No. L-42012/19/2000/IR(DU) dated 15th November, 1999 in exercise of powers conferred by Clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947, have referred the following Industrial Dispute to this Tribunal for adjudication :

"Whether the action of the management of State Bank of India in dismissing Shri B. R. Avaghade from the services of State Bank of India is legal and justified ? If not, then what relief the workman is entitled to ?"

2. Regarding Workman Avaghade, to support the claim mentioned in the reference about his termination effected is illegal and not as per the Rules and Regulations

and against the principles of natural justice, 2nd Party filed his statement of claim at Exhibit 7 stating that their workman B. R. Avaghade was attached to the Jacob Circle Branch at the material time as a Bank Watchman. He is an ex-serviceman, who joined the services of the Bank. According to Second Party, he was active member of the Union and just to victimize him, number of allegations were made by the 1st Party. Initially on 5th June, 1990 a show cause notice was served on him and after reading explanation given by Avaghade said notice was withdrawn. Then again on 17th November, 1990 another Show Cause notice was served levelling number of charges like working under the influence of alcohol, not attending duties properly, leaving place of work without permission and not attending the duties with belt and gun provided by the 1st Party in the spiritual manner for which it was given. After receiving charge sheet, enquiry was conducted which was false, bogus and it was just to facilitate 1st Party to take an action of termination. The charges were not proved, the farce was made of the enquiry. No evidence was before the Enquiry Officer to observe Avaghade guilty of the charges levelled against him. The appeal preferred by Avaghade was not considered by the authority and just there also farce was made by the 1st Party to show that, all things are done simply following the procedure and giving opportunity to Avaghade. It is submitted that enquiry on the basis on which order of dismissal was issued against Avaghade, was not fair enquiry and Enquiry Officer was not having evidence to hold him guilty of the charges levelled against him. So it is prayed that enquiry be declared not fair and proper and finding perverse as well as punishment awarded is disproportionate with the request for reinstatement him with full back wages and continuity of service.

3. This Statement of Claim is disputed by the 1st Party by filing exhaustive reply at Exhibit 10 stating and contending that, Avaghade being ex-serviceman was employee of the 1st Party. He was appointed as a Watchman. He was always remaining under the influence of alcohol. He was not performing duties properly and attending duties sincerely. He was warned time and again. However, no improvement was shown by him in his attitude and behaviour and in working with the 1st Party as a Watchman. Opportunity was given. He participated in the enquiry. Enquiry Officer on the evidence placed to hold him guilty against the charges levelled against him. In fact, Enquiry Officer observed him not guilty of charges of remaining on duty under the influence of alcohol. It shows that, the Enquiry Officer was not bias. However, his conduct was noted. He was not attending the work properly and leaving place of work without permission and on that he was dismissed. So it is submitted that, action taken of dismissal was taken by 1st Party after following due process of law giving full opportunity to Avaghade and after considering report submitted by the Enquiry Officer. So it is submitted that, the reference be disposed of observing not tenable.

4. In view of the above pleadings my Ld. Predecessor has framed Issues at Exhibit 14. Out of those Issue Nos. 1 and 2 regarding enquiry and finding are treated as preliminary Issues which I answer as follows :

Issues	Finding
1. Whether the domestic inquiry held against the workman was as per the principles of Natural justice ?	No
2. Whether the findings of the Inquiry Officer are perverse ?	Yes

REASONS

Issue Nos. 1 & 2

5. Case of the 1st Party is that, the charge sheeted employee Avaghade, was working with the 1st Party as a Bank Watchmen. He was ex-serviceman. However, there were number of complaints about his behaviour, attitude and working manner. He was always remaining under influence of alcohol. He was always leaving work place. He was not maintaining discipline. It affected on the reputation of the 1st Party. Even customers were complaining about behaviour of the Charge Sheeted employee Shri Avaghade. So charge sheet was served. Enquiry was held and after finding given by the enquiry officer action of dismissal was taken which is just and proper.

6. Whereas case of the Union is that, charge sheeted employee was not of that type. He was a man of principle and man of discipline being ex-serviceman. He never remained under the influence of alcohol while attending Bank duties. He never left the place of work when on duty. Just farce was made of holding enquiry. Actually no evidence was before the Enquiry Officer. No opportunity was given to the Second Party and his representative to test the evidence before the Enquiry Officer. There was no deposition of witness and cross of such a witness. Just the Enquiry Officer summarized the evidence without recording their statements and reproduce it in his own meaning and fashion as well as in his own handwriting. Enquiry proceedings were not explained to him. It was not conducted in his language and farce was made just to facilitate the 1st Party to take action of dismissal. To prove that, Second Party placed reliance on the documents produced with Statement of Claim from pages 16 to 44. Whereas 1st Party placed reliance on the documents produced by it at Exhibit 12. Second Party also examined one witness Talati at Exhibit 28 who was cross-examined by the 1st Party. Then it closed its evidence by filing purshis at Exhibit 29 and then 1st Party examined witness Thangachan at Exhibit 32 who was cross examined by 2nd Party. Finding and proceedings of the enquiry committee are at Exhibit 33 and documents are filed at Exhibit 12.

7. Written submissions are also made by 1st Party at Exhibit 41 and the 2nd Party placed reliance on a number of citations produced by it.

8. If we peruse the evidence of the Enquiry Officer placed on record by the 1st Party at Exhibit 12, we find, original enquiry proceeding is not produced by the 1st Party which was within its limits, power and which may help in reading it. However, the evidence placed on record by 1st Party with Exhibits 12 and 24 in the form of Xerox copies are not legible and one cannot read it. However, we tried to read those we find it supports the case of the 2nd Party that, deposition of the witnesses, as expected, are not recorded what actually witness have said before inquiry officer and what it stated by the witness in the cross examination. It is pertinent to note that, somebody met the Enquiry Officer and presuming that, witness stated like that, as per report submitted by the Enquiry Officer, as evidence of witness he summarise. No deposition of witnesses to show really said witness stated like that and he means it by saying like that. In fact summary on which Enquiry Officer wants to rely cannot be an evidence of the witness as expected in the Indian Evidence Act. Evidence must be recorded, what is stated by the witnesses and what is stated in the cross. Here apparently we find, there is no examination-in-chief of the witnesses as well as cross-examination of the witness. Simply, there is somebody met the Enquiry Officer and summary of his statement is produced. But there is no supporting deposition to substantiate that witnesses means to say as summarized by Inquiry Officer. After perusing these, question arises what actually the witness stated and what is actually presumed by the Enquiry Officer ? Because here question is raised about fairness of enquiry and evidence placed before the Enquiry Officer. According to 2nd Party, enquiry was not fair and proper. There was no evidence before the Enquiry Officer to substantiate that no evidence is placed on record by the 1st Party to show that, this deposition of the witness means it and the witness stated like that and relying on that, the Enquiry Officer concluded. Here no such things happened as expected in the enquiry. As stated above, there is no examination-in-chief as well as cross of the witness. Evidence is not placed in the enquiry as per the name of the witnesses. So it is difficult to find, how many witnesses are examined by the 1st Party. How many of 2nd Party and it is difficult to find, what they stated before the Enquiry Officer and how Enquiry Officer read the evidence in the enquiry to arrive at his conclusion ? All these questions remained unanswered only because there is no enquiry as expected in the form of recording depositions of the witness and cross of the same.

9. Besides, it is alleged that, enquiry proceedings were not read out to which there is no answer. It is also alleged that, no opportunity was given to the Charge Sheeted Employee and his representative which is not also disputed by the 1st Party as disproved. It is alleged that, no evidence was before the Enquiry Officer to hold Charge Sheeted Employee Avaghade guilty of the charges to which also there is no reply. So, all this reveal that, enquiry as

expected was not conducted by the Enquiry Officer. In this situation, definitely one has to conclude that, enquiry as projected before this Tribunal in this case, against Charge Sheeted Employee Avaghade, cannot be called as an enquiry. When there is no enquiry question of going into the findings does not arise as of basically no evidence is recorded by Inquiry Officer. So one has to conclude that finding of Inquiry Officer is perverse and not on evidence placed before him. So one has to answer these Issues in favour of the Charge Sheeted Employee holding that findings are perverse.

10. The citations placed on record by the 1st Party are of no use, as basically facts of holding enquiry is not proved by the 1st Party. So, I conclude that, enquiry is not fair and proper and also finding perverse. Accordingly I answer the above Issues to that effect and passes the following order:

ORDER

- (a) Enquiry is not fair and proper;
- (b) Finding of the enquiry are perverse;
- (c) 1st Party is directed lead evidence on the charges leveled against Charge Sheeted Employee Avaghade on 26th July, 2006 to prove the charges.

Mumbai.
6th June, 2006.

A. A. LAD, Presiding Officer

नई दिल्ली, 21 जुलाई, 2006

का. आ. 3321.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, सं.-II, मुम्बई के पंचाट (संदर्भ संख्या 2/32 आफ 2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2006 को प्राप्त हुआ था।

[सं. एल-41011/1/2000-आई आर (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 21st July, 2006

S.O. 3321.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 2/32 of 2000) of the Central Government Industrial Tribunal/Labour Court, No.-II, Mumbai, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Railways and their workman, which was received by the Central Government on 21-07-2006.

[No. L-41011/1/2000-IR (B-I)]
AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT:

Shri A. A. Lad, Presiding Officer

Reference : CGIT-2/32 of 2000

Employers in relation to the Management of Central
Railway

The General Manager,
Central Railways,
Mumbai CST,
Mumbai-400001.

AND

Their workmen,
The Secretary,
Rail Mazdoor Union,
V. R. Margi Foundation Trust,
1st Floor,
19, Vachraj Lane, Matunga (CR),
Mumbai-400019.

APPEARANCE:

For the Employer : Miss Delilah Fernandez,
Advocate.

For the Workmen : Mr. M. B. Anchan,
Advocate.

Date of reserving Award : 19th May, 2006.

Date of passing of Award : 31st May, 2006

AWARD

The Desk Officer to the Government of India, Ministry of Labour, (Bharat Sarkar), New Delhi, sent this reference in exercise of powers conferred by Clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 to this Tribunal for adjudication and the Schedule of reference is as follows:

"Whether the action of the management of Central Railways, Mumbai by not regularizing the services of 37 workmen (listed in Annexure-A) working continuously in the cleaning, sweeping etc. for the last more than four years at the various Railway Stations of Navi Mumbai is justified? If not, what relief the workmen are entitled to?"

2. To support the claim referred in the reference the Second Party has filed statement of claim at Exhibit 9 stating that 37 workers are working at various Railway Stations of the Central Railway administration at Navi Mumbai at Vashi, Sampada, Juhinagar, Nerul, Belapur etc. since 1992. Out of those 15 workers are interested to proceed with the

reference, out of 37, who prayed to direct the 1st Party to continue them in employment as its employee.

3. According to 2nd Party Union, the nature of work which they were attending on various Railway Stations mentioned above, is of permanent nature. Their main duties were to perform work of cleaning of the various stations and platforms, electrification etc. They were supposed to keep watch and ward duty on the platforms and stations. Since these duties are of permanent nature their services are required by the 1st Party. However, said work is got done by the 1st Party through the Contractors introduced by it illegally to get work done from their workers. The grievance of the Workmen involved in the reference is that, though they are doing this work from 1992 still they are not continued in the employment and are not called as regular employees of the 1st Party. They have no permission to do like that. No license was taken by the 1st Party to engage such Contractors to get the work done which is of permanent nature. Even view of various Courts regarding contract labourers is not considered by the 1st Party as said view does not permit to engage such contractors who are harassing and taking disadvantage of the employees who are working under them. According to 2nd Party Union, Central Railway i.e. 1st Party is employer of the Workmen involved in the reference. Meanwhile two workmen are terminated out of fifteen who are mentioned at Serial Nos. 5 and 15. So it is prayed that those two, who have been removed, and others be declared as regular employees of the 1st Party and directions be given to it accordingly.

4. This prayer of the 2nd Party Union is disputed by the 1st Party stating that, this Tribunal has no jurisdiction to entertain the claim of the 2nd Party as the subject matter involved in the reference of contract labourers does not fall within the jurisdiction of this Tribunal. Besides, it is contended that, 1st Party is not an industry and on that count also the reference is not tenable. It is stated that, Union which is representing those workers have no locus standi to represent the workmen involved in the reference. It is stated that, they are not the members of the Union. Shri Subhash Malgi is not authorized by the Union to represent the employees. It is stated that, employees who are mentioned in the reference are the employees of CIDCO. They are doing work for CIDCO on the various platforms of the above referred Railway Stations. Still said CIDCO is not made a party as such claim of the 2nd Party is bad for non-joinder of the necessary parties. It is stated that Workmen at Serial Nos. 1, 2, 7, 8, 9, 10 and 11 were not the party to the reference to the dispute before the Labour Commissioner. Now they cannot be added and relief cannot be sought against them. It is stated that, the question raised by the 1st Party of abolition and regularization of Contract Labourers cannot be the subject matter of the Tribunal and the Tribunal cannot entertain and intervene in it. The various Courts in various judgments observed that the question between workers working with contractors and

regularizing of it require to be considered under the Act, which is the special enactment applicable only to the subject matter of the contract labour. The said Act is exclusive, self-contained and specially made for meeting the special problems of contract labour. Every dispute relating contract labour must have only to be tackled under the provisions of the said Act and not under general law. The power given to the Government can be exercised notwithstanding any provision of the Act and as a result that contract labour can be prohibited irrespective of the number of workmen more or less than 20 in any establishment or by a contractor. Since the Act covers the subject matter of the reference it cannot be considered by this Tribunal under the reference. Since the Central Government under the special enactment has power to apply the provisions of the Act to the Central Railway Establishment, and in any case, even applying the said Act, the Central Government under Section 10 can prohibit the employment of contract labour. Though Government is empowered to implement the Act regarding contract labour, now, Government can make it applicable or otherwise and that cannot be challenged before any Court. It is denied that 1st Party engaged any contract labour as alleged by the 2nd Party. It is stated that the workmen involved in the reference are doing work for CIDCO. CIDCO (City Industrial Development Corporation) is necessary party and the relief sought cannot be prayed against the 1st Party since they are not related with 1st Party. So it is submitted that, the reference sent by the Competent Authority be rejected.

5. In view of the above pleadings, my Ld. Predecessor framed Issues at Exhibit-12 which I answer as follows :

Issues	Finding
1. Whether the employees listed in annexure, are 'workmen' of Central Railway department within the definition of Section 2(s) of Industrial Disputes Act ?	Yes
2. Whether the reference is bad for non-joinder of necessary parties as averred in para 13 of Written Statement ?	No
3. Whether the employees listed in the annexure worked in Central Railway for more than four years at the various Railway stations of Navi Mumbai ?	Yes
4. Whether the action of the management of Central Railway, Mumbai by not regularizing the services of the workmen listed in the Annexure is legal and proper ?	No
5. What relief employees listed in Annexure are entitled to ?	As per order below

REASONS

Issue Nos. 1 to 4 :

6. By this reference dispute is sent by the Competent Authority to this Tribunal for adjudication regarding stand taken by the 1st Party that, they are not employees of it, though they are doing work for various Railway Stations which are under its control. Here stand of the 1st Party is that they are not their employees and are employees of CIDCO. The work of cleaning, electrification and maintenance of above Railway Stations is within the purview of CIDCO. There is contract between 1st Party and CIDCO and as per it, CIDCO agreed to maintain, keep clean the platforms of the above Railway Stations and to coupe up with the cost of it, right of advertisement was given to CIDCO to raise revenue and coupe up with the expenditure accrued by CIDCO in maintaining the said Railway Stations.

7. From the stand taken by 1st Party one thing is clear that, workmen involved in the reference are working for the 1st Party. It is also a matter of record that, they are cleaning, maintaining the platforms of the above Railway Stations which belong to 1st Party. It is a matter of record that 1st Party is under control of Central Railway and is part of it and for that workers involved in the reference are working.

8. The stand taken by the 1st Party is that, said work is done by the Workmen involved in the reference through CIDCO. Therefore, directly they are not concerned. Whereas 2nd Party react on it, stating that, the work is get done from the workers involved in the reference through bogus contractors i.e. CIDCO and actually they are working for 1st Party and are workers of 1st Party.

9. To support that 2nd Party examined 4 witnesses in this reference at Exhibits 15 to 17 and 33 whereas 1st Party examined one witness Ranade at Exhibit 38. After that 2nd Party filed closing purshis at Exhibit 34 whereas 1st Party filed it at Exhibit 39. Both submitted written arguments i.e. by Second Party at Exhibit 40 and by 1st Party at Exhibit 41. If we peruse evidence of the witnesses referred above, examined by both, we find evidence of 2nd Party Union brought on record through Dekhale who is examined at Exhibit 15, we find, he admits that, he was engaged by M/s. Manpower Services. He also admits that, at that time there was no advertisement from 1st Party. He states that, he was engaged by the Contractor. He admits that, he is not getting any facility from 1st Party and has no appointment order of the 1st Party. He admits that he is aware of the contract through which he is working with the 1st Party on behalf of CIDCO who is working there since 1992. Other witness examined at Exhibit 16 by name Sable gives admissions as given by the first witness admitting that, he is engaged by M/s. Manpower Services and is aware of the contract and is working with 1st Party through

CIDCO. Even same case is with Witness No. 3 examined by 2nd Party and witness No. 4 Malgi. The witness examined by the Management i.e. by 1st Party at Exhibit 38 states that, he is not aware whether workers involved in the reference are working at Belapur, Nerul, Juhi Nagar, Sampada and Vashi Stations. However, he admits that, they are engaged by CIDCO and not by 1st Party. He is not sure, whether platforms of these stations, are railway property or not. He is not sure, whether Identity Cards produced by the workers are issued by the Railway authorities or not. He is also not aware whether, work attended by the workers involved in the reference is supervised by the Station Master or not. He is also not aware, whether CIDCO has sought permission of the Railway Department to engage the workers to work on Railway platforms.

10. So, this is the evidence led by both to substantiate their respective case. In the argument much capital is made about contract which took place between CIDCO and 1st Party. As per said contract the work of cleaning, keeping upto date the platforms of the above Railway stations is assigned to the CIDCO by the 1st Party. After all, said Original agreement is not produced before this Tribunal but only Xerox copy is relied by both. Since Xerox copy is produced, if we peruse it, we find that said agreement took place under impression that, in the normal course the stations of New Mumbai via Vashi, Sampada, Juhinagar, Nerul, Belapur etc. can be maintained by the Central Railway Administration. Clause 4 of the said agreement reveals that burden of maintaining above Railway Stations is the duty of 1st Party. That means, it is the work of 1st Party i.e. work of maintaining the above Railway stations. As per said agreement Corporation and Central Railway administration decided that, the said work be done by the Corporation and to coupe up with the expenditure, which may be incurred, in doing such work of maintaining the said stations, 1st Party agreed to give right to exhibit the advertisements at those Stations and to raise the funds for the above purpose which can be spent on it. As per clause 10 of the said agreement, Corporation undertook to maintain these Stations in the proper state with the aid of the revenue accruing from the advertisements to be permitted by the Corporation at those Railway stations. As per the said agreement, the Corporation shall maintain the said Railway stations in the proper state and unkeep and repair at its own cost for the period of five years. It is also agreed by the Corporation to bear the expenses to maintain the said Railway stations together with the expenses of water and electricity consumed on the premises of the said Railway Stations. If such a cost exceeds Rs. 20,000 Corporation has to obtain permission from the Central Railway administration. Against that, Central Railway Administration agreed to the Corporation to give the advertisement rights in the Railway Station area and the Corporation shall have the freedom to determine the areas and locations for such advertisements in those Railway Stations. So, by this

alleged agreement, though not proved, it is crystal clear that, maintaining stations up to date, was the duty of the 1st Party and as per said agreement, it was assigned to the Corporation i.e. CIDCO. Said agreement also reveals that, Corporation has to raise funds for the said work by promoting advertisements. That means property on which Corporation agreed to work is the property of the 1st Party. Besides, there is no dispute that, work of cleaning, to keep up the platforms of the above Railway Stations is perennial nature. When the property on which the work is to be done, is the property of the 1st Party definitely one has to safely conclude that, said work is of the 1st Party since it is the owner of the property and it is the work of perennial nature. When it is the perennial nature of work, which is to be done on the property of the 1st Party, question arises who is the owner of it and who will be benefited by it? Definitely answer will be that 1st Party is the owner and will be benefited by it. By the said agreement, only work of cleaning the platform, keeping them in clean and decent condition is given to CIDCO and for that CIDCO got right to give properties for advertisement to the customers who will pay the charges of it to the CIDCO. So definitely the work, for which the alleged agreement took place, was the work and is the work of perennial nature and is of 1st Party.

11. The nature of work reveals that, the said work is to be done, by entering in the property of the 1st Party. When one has to enter in the property of the 1st Party, definitely any act done by such a person may be checked and controlled by the 1st Party, by its officers and it is supported by the evidence produced on record by the 2nd Party. Number of Xerox copies of the Identity Cards are produced by the 2nd Party, with Exhibit-14 which reveals that, Station Master of that Station authorized said workers to enter in the Railway premises. Those Identity Cards were given under the seal and signature of Superintendent of the said Railway Station. That means, without permission of the 1st Party one cannot attend the work allegedly to be done by the so-called CIDCO; the body which has accepted that responsibility by the alleged agreement. Definitely work which is to be done on the property of Railway Stations is not the property of the CIDCO. If, we ignore the alleged agreement, it will find difficult, for one to understand whether, any stranger or trespasser can enter in the Railway Station and work for it? As we are noting and observing that, there is no entry to the Railway Stations without permission and one has to obtain platform ticket for entering in the Railway Station. When one has to obtain platform ticket just to enter platform of said property, then how stranger can be permitted to work? If we, consider this question, regarding the work done by the workers involved in the reference and work done by strangers, question will be for what they are doing work and for whom? And if we read all that coupled with above submissions and evidence referred above, one will answer that the workers involved in the reference are definitely working for the 1st Party may

be through CIDCO. Even in the written statement the 1st Party has made out case in that respect and have contended that 2nd Party are the employees of CIDCO and are not directly concerned with the 1st Party. When that stand is taken by the 1st Party and on that count 1st Party is saying that, this Tribunal has no jurisdiction saying that, there is no employer or employees relation between employees involved in the reference and the 1st Party has no meaning. When that question is posed by the 1st Party and when nature of work reveals that, the workers involved in the reference with 1st Party question arises how CIDCO got right to engage such employees for 1st Party? Definitely answer will be that, under the alleged agreement. However, said agreement is not produced/proved. Pausing for a moment, both acted on the said alleged agreement and it is genuine one, the arguments referred above reveal that, said agreement took place for the benefit of the 1st Party and for the convenience of the 1st Party. When workers involved in the reference are working for the 1st Party and for its benefits and for 1st Party, question arises why 1st Party is shy in saying that they are their employees? According to me, reason behind is that, just to avoid responsibility which may cast on it, by accepting the relationship of employer and employee, that is what exactly is done by 1st Party in saying that, workers involved in the reference are not its employees, but are employees of CIDCO definitely single out first party only.

12. Apart from that, number of questions put to the witnesses of the 2nd Party reveals that, they are the workers of the Contractors by name M/s. Man Power Services. That means, M/s. Man Power Services is also engaged and introduced by CIDCO for 1st Party. That means, 1st Party is not doing that work as per said agreement but it get it done from M/s. Man Power Services. So in this case, there is no single contract, but there is sub-contract also implemented by the 1st Party. When there was ban on Contract Labour regarding perennial nature of work, question arises how this type of development took place and who permitted them to do it? The case law referred by the 1st Party of the citation published in 2001 III CLR p. 349, while deciding the case of *Steel Authority of India Ltd. & ors. etc. v/s. National Union Water Front Workers & ors.* the Apex Court observed that, notification issued by the Central Government in prohibiting the employment of contract labourers for such a perennial nature of work of sweeping etc. is declared not tenable and as such the notification is not sustainable. Here in our case, there is no question of notification as was in the referred case supra. The question before Apex Court was to decide legality of notification issued by the Central Government which banned notification issued by the Central Government which prevent in employing the contract labour system in perennial nature of like sweeping etc. and on the basis of that, it tried to submit that contract labourers are prohibited even in the field of perennial nature of work. In my

considered view, the citation referred above does not give any signal, as tried to be projected by the 1st Party to say that, alleged agreement took place between 1st Party and CIDCO is legal one and this Court cannot intervene in it as Apex Court has legalized this contract system in perennial nature of work like sweeping etc. In our case, facts are totally different than the facts of the above referred case. In our case, for the benefit of first party, alleged agreement took place and work of cleaning and keeping stations clean was accepted by CIDCO and for that CIDCO is permitted to accept the advertisements and exhibit to raise revenues to couple up with the expenditure. That means, lastly the work of cleaning Railway Stations and maintaining is of the 1st Party and the said work is got done by it through CIDCO. In our case not only through CIDCO but also through one agency called M/s. Man Power Services. That means, in the instant case, there was not only contractor but sub-contractor also which was used by the 1st Party in get doing its own work and definitely such a contractor and sub-contractors are using the workers who have no knowledge and who are needy in getting work. Definitely the nature of work done by the workers involved in the reference and the way in which the work is got done by 1st Party, in my considered view, it is more than serious than only getting work done from the Contractor. Here in our case which is at hand, and facts of which reveals that, not only the contractor but sub-contractors are also utilized by the 1st Party and one can imagine in what way workers working with them might have been exploited, treated and handled by them ?

13. So, if we consider all this, coupled with the nature of work and the property on which the workers are working, in my considered view, they are working for the 1st Party as it was duty of the 1st Party to maintain the Railway Stations and platforms of it. When workers involved in the reference are working for the 1st Party and though their wages are paid out of the revenue collected by CIDCO on the right given to it to hire places for advertisement is nothing but making arrangement indirectly of payment of wages to the workers who are working for 1st Party and definitely it cannot be legalized as expected by the 1st Party. Therefore, I conclude that, the workers involved in the reference definitely fall within the definition of Section 2(s) of Industrial Disputes Act, 1947 and are the workers of the 1st Party. The Reference is not bad for non-joinder of CIDCO since we are not deciding here any claim against CIDCO as CIDCO is the only mediator working for 1st Party and relief is sought against 1st Party only as 1st Party is the real owners of the property and it is benefited by the work of the Second Party.

14. In my considered view, denying the relationship of 2nd Party Workmen in the said reference by the 1st Party is the only dispute which solely falls under Section 2(k) of the Industrial Disputes Act, 1947 and observe that

employees involved in the reference must be declared and treated as employees of the 1st Party.

15. It is a matter of record that no payment is given by the 1st Party. It is matter of record that no advertisement was given by the 1st Party for the said work. It is also a matter of record that they were not appointed by the 1st Party. However, in my considered view, it does not come in their way to claim the relations with the 1st Party as its employees because agreement referred by the 1st Party itself reveals that they are doing work of 1st Party through CIDCO. When they are doing work for 1st Party, in my considered view, that parameter is rather immaterial as it is simply agency which is working for the 1st Party and 1st Party is principal employer. When 1st Party is the principal employer, one has to presume that, employees involved in the reference are its employees.

16. In view of the discussions made above, I answer these issues to that effect and pass the following order :

ORDER

- (a) Reference is allowed;
- (b) First Party is directed to treat the employees involved in the reference as its employees and regularize them on the work on which they are working and give them benefit of it;
- (c) In the circumstances of the case, there is no order as to its costs.

Mumbai,
31st May, 2006.

A. A. LAD, Presiding Officer

नई दिल्ली, 21 जुलाई, 2006

का. आ. 3322.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ पटियाला के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट (संदर्भ संख्या 61/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2006 को प्राप्त हुआ था।

[सं. एल-12012/78/1999-आई आर (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 21st July, 2006

S.O. 3322.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (61/99) of the Central Government Industrial Tribunal/Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the

management of State Bank of Patiala and their workman, which was received by the Central Government on 21-07-2006.

[No. L-12012/78/1999-IR (B-I)]
AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SRI SURESH CHANDRA PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SARVODAYA NAGAR, KANPUR, U. P.

Industrial Dispute No. 61 of 1999

In the matter of dispute between

U. P. Bank Employees Congress,
General Secretary,
U. P. Bank Employees Congress,
2/363 Namner Agra,
U.P.-282001.

AND

The Regional Manager,
State Bank of Patiala,
G-31, Connaught Place,
New Delhi.

AWARD

1. Central Government in Ministry of Labour, New Delhi, vide notification no. L-12012/78/99 IR (B-I), dated 18-3-99 has referred the following dispute for adjudication to this Tribunal :

"Whether the action of the Manager, State Bank of Patiala, New Delhi in imposing penalty vide order dated 17-5-91 upon Sri Amar Singh Barman, Head Cashier was legal and justified? If not, what relief the workman is entitled to?"

2. It is common ground that the workman Sri Amar Singh Barman while working as Head Cashier at Bank's Firozabad Branch was served with a chargesheet dated 8-4-89 and after completion of inquiry proceedings, management of bank served the workman a show cause notice dated 3-1-94 and after considering the reply of the workman against the show cause notice, the disciplinary authority passed final orders dated 17-5-91 imposing upon him stoppage of five increments falling due to the workman on 1-10-91, 1-10-92, 1-10-93, 1-10-94 and 1-10-95 with future effect in terms of clause 19.6(d) of Bipartite Settlement. Appeal preferred by the workman against punishment order was too rejected by the appellate authority.

3. In the statement of claim it has been alleged by the workman that he was not given proper opportunity to defend himself in the domestic inquiry by the enquiry officer, inquiry findings recorded by the enquiry officer is not based

upon proper appraisal of evidence available on the record of inquiry therefore findings are perverse and could form basis for award of punishment, enquiry officer violated rules of natural justice during conduct of domestic inquiry against the workman and that the enquiry officer acted like a prosecutor instead of a judge in the course of inquiry. It has further been alleged by the workman that on the basis of evidence led by the management during inquiry charges against the workman cannot be said to have been proved. In the end it has been alleged that the punishment is absolutely illegal and is liable to be set aside at the hands of this Hon'ble Tribunal.

4. Opposite party bank filed written statement against the workman. It has been alleged by the opposite party bank that since the workman committed serious misconduct he was rightly served with the chargesheet. Workman was given full opportunity of his defence by the enquiry officer. It has been denied by the bank that the enquiry officer flouted the rules of natural justice or provisions of service regulations during the course of conduct of domestic inquiry. Enquiry officer recorded a rational findings against the workman holding that the charges levelled against the workman stands proved, therefore, inquiry findings are fully justified and cannot be said to be perverse hence the workman has rightly been punished by the disciplinary authority. In the last it has been alleged that the claim of the workman is devoid of merit and is therefore liable to be rejected by the Hon'ble Tribunal.

5. It is to be pointed out that authorised representatives for contesting parties were debarred by order dated 5-6-03 and 3-9-04, whereafter notices were sent to the contesting parties. From the side of the workman General Secretary of the Union Sri V. K. Gupta appeared and one Sri Pradeep Khandelwan appeared for the opposite party bank. After 14-12-04 none appeared from the side of the opposite party bank nor any evidence was led by the opposite party in support of their case. Worker has led his evidence in support of his case. As none appeared from the side of the opposite party bank cross examination of the workman could not be done in the case.

6. In view of discussions the tribunal have no hesitation to accept the uncontroverted evidence of the workman the resultant effect of the same is that the opposite party bank has miserably failed to prove the charges against the workman before the Tribunal. Under these circumstances it is held that the punishment awarded to the workman vide order dated 17-5-91 is neither legal nor justified and accordingly it is set aside. Opposite party bank is directed to release the withheld increments of the workman forthwith and to make payment of arrears of wages to the workman within one month from the date of publication of the award. Reference is answered accordingly.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 21 जुलाई, 2006

का. अ. 3323.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नारदन रेलवे के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट (संदर्भ संख्या 293/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2006 को प्राप्त हुआ था।

[सं. एल-41012/173/1999-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 21st July, 2006

S.O. 3323.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 293/1999) of the Central Government Industrial Tribunal/Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Northern Railway and their workman, which was received by the Central Government on 21-7-2006.

[No. L-41012/173/1999-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SRI SURESH CHANDRA PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SARVODAYA NAGAR, KANPUR, U.P.

Industrial Dispute No. 293 of 1999

In the matter of dispute between :

Shri Ram Bhawan son of Sri Mathura Prasad,
C/o Sri Shah Mohammad,
131/281 Begumpurwa,
Post Transport Nagar,
Kanpur-208001

AND

1. Divisional Railway Manager,
Northern Railway,
Allahabad, U.P.
2. The Assistant/Divisional Engineer,
(Head Quarter) Northern Railway,
Kanpur, U.P.

AWARD

1. Central Government, MOL, New Delhi, vide its Notification no. L-41012/173/99/IR (B-1) dated 11-11-1999 has referred the following dispute for adjudication to this tribunal :

“Whether the action of the the management of Divisional Railway Manager and Assistant Divisional

Engineer (HQ) Northern Railway, Allahabad in terminating the services of Sri Ram Bhawan, Key Man, w.e.f. 13-1-99 is legal and justified ?”

2. The case in short as set up by the workman in his claim petition is that the workman was the permanent employee of the opposite party and was holding a post of Key Man. The workman while on duty on 18-3-96 detected the cracks in line No. 1 SEJ at platform no. 1 of Kanpur Central Railway Station and informed the PWI Sri Ikramullah, Sri R.K. Prasad J.E. Gr. II and Sri A.K. Dey Sarkar SSE(HQ) East track on 18-3-96. It further alleged by the workman that as a precautionary measure to avoid any accident derailment etc, he was using wooden blocks and sleepers beneath the cracked portion of line no. 1 as per rules till permanent security measures are adopted by the responsible officers of the railways. It is also pleaded that on the information about the cracks in line no. 1 which was furnished by the workman in writing on 26-6-96 Sri A. K. Dey Sarkar SSE(HQ) East Track had issued orders to replace the line no. 1 in question but no measures to avoid any derailment or accident could be taken for continuous period of 5 months and 25 days after the orders of its replacement by the responsible officers of the opposite parties.

3. As a result of negligent working of the responsible officers of the railways/opposite parties, Kalka Mail train no. 2311 derailed on 7-12-96 at line no. 1. The workman was issued major penalty chargesheet no. E/7/CS/RS/97 dated 21-1-97 in the form of S.R. 5, by the disciplinary authority. Enquiry into the matter was held against the workman by the enquiry officer. Enquiry officer ultimately held in his report of enquiry that the charge levelled against the workman as charge no. 1 to 3 are not established. Enquiry officer submitted his report before the disciplinary authority for consideration. Enquiry officer has not mentioned the date when he submitted the inquiry report or the date of preparation of the same. The disciplinary authority considered the enquiry report and he disagreed with the report of the enquiry officer vide its order dated 13-1-98 and instead of issuing the workman show cause before imposition of punishment preferred to pass straightway final order of punishment against the workman by way of removal from the service of the railway holding the workman responsible for derailment of 2311 UP Kalka Mail on 7-11-96 due to rail fracture. Appeal preferred by the workman against the order of his removal passed by the disciplinary authority also could not find favour and the same was rejected by the appellate authority vide his order dated 14-5-98.

The workman in his statement of claim has challenged the above action of the opposite party on variety of grounds inter alia, none of the charges against the workman were found proved by the enquiry officer; the impugned punishment order dated 13-1-98 virtually based on no evidence and that the disciplinary authority before imposing

the major penalty on the workman did not prefer to inform the workman the reasons of disagreement with the report of inquiry officer by issuing show cause notice, the workman has discharged his duty with due care and diligence, he could not have been charged for the alleged misconduct as he well in advance had informed the officers of the opposite party about the cracks. Since the punishing authority in his order dated 13-1-98 has admitted the fact that it is also to add that PWM and PWI Sri R.K. Prasad has not taken any remedial action he should have informed to other superior officer i.e. CPWI or AEN etc. and should not have awaited for nine months which is a clear case of slackness. On the strength of these observations recorded by the disciplinary authority in his order dated 13-1-98, it is pleaded by the workman that he could not be punished for the negligent slackness working of his superiors who did not take any action for months together despite the fact that information about crack in line no. 1 was furnished by the workman long back before the derailment of 2311 UP Kalka Mail. The impugned orders passed by the disciplinary authority as well as appellate authority is nothing but a devise to protect the skin of their responsible officer who were held responsible for their act of omission and commission by the disciplinary authority himself in his final order dated 13-1-98. The impugned orders are against the principle of natural justice and is also violative of Article 14 & 16 of the Constitution of India. On the basis of above pleadings it has been prayed that the order of the disciplinary authority as well as appellate authority be set aside and the workman be reinstated in the services of the railways with full back wages and with all consequential benefits.

4. The claim of the workman has been contested by the opposite party who filed their reply against the statement of claim filed by the workman alleging therein that the plea taken by the workman is false and frivolous and imaginary and deserves no consideration. It is absolutely false that the workman ever furnished any information to the respective officers of the railways. The derailment took place simply because of negligent working of the workman and he had been negligent throughout as he did not pass on information to his higherups. It is also alleged that it is always within the jurisdiction of the disciplinary authority to accept or not the inquiry report of the inquiry officer and to pass suitable orders after considering all the pros and cons of the matter. The punishment order has rightly been passed and it stands justified and the claim preferred by the workman be rejected holding that he is not entitled for any relief.

5. After exchange of pleadings between the parties contesting parties have led oral as well documentary evidence in support of their respective case.

6. I have gone through the records of the case carefully and have also heard arguments at length advanced by the respective authorised representatives.

7. It is common ground that the workman in question was served with a major penalty chargesheet dated 21 Jan., 97 in form S.F. 5; inquiry in the matter was conducted by the inquiry officer who ultimately submitted this report before the disciplinary holding that none of charges levelled against the workman are found to be proved. disciplinary authority disagreed with the findings recorded by the inquiry officer and vide his order dated 13-1-98 imposed punishment of removal upon the workman. The workman preferred an appeal before the appellate authority which too could not find favour.

8. The representative for the workman advanced his argument with contention that the final orders passed by the disciplinary authority could not be sustained in the eye of law as under service rules the same could not have been passed by the disciplinary authority without issuing the workman show cause notice stating reasons of disagreement with the report of inquiry especially when the disciplinary authority disagreed with the findings of the enquiry officer. On the contrary it has been argued by the opposite party that it is within the competence of the disciplinary authority either to disagree or agree with the findings of the inquiry officer and it is also in his competence to pass suitable orders in the matter. I have considered the rival contentions of the parties.

9. It will be seen as to whether it was within the competence of the disciplinary authority to pass punishment orders straightway after disagreement with the report of Inquiry officer without issuance of any show cause notice stating reasons therein for disagreement, to the workman. The tribunal agree with the arguments of the opposite party so far as it relates to the effect that the disciplinary authority can agree or disagree with the findings of the inquiry officer in a disciplinary case. But the tribunal do not find any substance in the second part of the arguments advanced by the authorised representative for the opposite party that it is always within the competence to pass suitable orders in disciplinary matters straightway. It is settled principle of law in service jurisprudence that in cases where the disciplinary authority finds himself in disagreement with the report of inquiry officer, at the first instance it is obligatory on his part to record reasons for his disagreement and then to provide the delinquent employee an opportunity of his defence by issuing him a show cause notice providing reasonable time to enable the delinquent employee to reply the same effectively. In the case in hand from the final order of punishment dated 13-1-98 it is quite obvious that the disciplinary authority disagreed with the findings of the inquiry officer and instead providing an opportunity to the delinquent employee to make his effective defence in support of his case by providing him show cause notice stating therein detailed reasons for disagreement, disciplinary authority preferred passing of final orders of punishment against the delinquent employee removing him.

from the service of the railway. The method and way in which the disciplinary authority has exercised his powers in the facts and circumstances of the case cannot be appreciated at all by the tribunal as it is against the service rules as well as against the principle of natural justice as well as well settled law that no one should be condemned unheard. On this point the authorised representative has relied upon the law cited in the case of *Moti Lal Gupta V/s. State of Uttar Pradesh* reported in AIR 1965, Allahabad, 492, wherein it has been observed by the Hon'ble High Court that after the employee gave his explanation, the enquiry officer submitted his report to the Deputy Transport Commissioner who passed an order of dismissal without giving second show cause notice/opportunity to the employee to explain why the punishment proposed should not be initiated upon him.

10. The law cited above by the authorised representative for the workman fully applies to the facts and circumstances of the present case as they are absolutely analogous to the facts mentioned in the case law cited above. As the delinquent employee of the present case has not been issued a second show cause notice by the disciplinary authority before imposing of punishment order upon him, the orders passed by the disciplinary authority on 13-1-98 and the orders passed by the appellate authority cannot be sustained in the eye of law being absolutely based against the principles of natural justice as such these orders are liable to be set aside and accordingly set aside.

11. It has next been argued by the authorised representative for the workman that the workman could not have been punished as the workman furnished relevant information about the crack in line no. 1 to his immediate superiors and if the crack could be removed by the responsible officers of the railways, he could not be punished for the reckless and negligent workings of others and for derailment of 2311 UP Kalka Mail on 7-11-96 at line no. 1 after 9 months from the date of furnishing information in this regard by the workman to his higher ups. The workman has also drawn my attention towards the observations recorded by the disciplinary authority as well as appellate authority and on the basis of these observations it has been argued that workman could not be punished at all. I have gone through the final order dated 13-1-98 passed by the disciplinary authority and find that in the last but one para at page two it has been observed by the disciplinary authority that it is also to add that when PWM and PWI Sri R.K. Prasad has not taken any remedial action, he should have informed to other superior officer i.e. CPWI or AEN etc. and should not have waited for 9 months which is a clear case of slackness. From these observations of the disciplinary authority it is quite clear that he was of the firm opinion that the responsible officers have not discharged their obligations. I do not agree with the observations of the disciplinary authority to the effect that when Sri R.K. Prasad P.W.I. has not taken any remedial

action, the workman ought to have informed the matter to his next senior officers. It is common matter of knowledge in service rules that a subordinate employee is always supposed to keep informed his superior officers about the working defects and if superiors keep silence for sufficient long period without any action and in that situation any mishappening occurs, such poor employee like the present workman could not be held responsible for negligent working of his superiors like in the present case. The opinion expressed by the disciplinary authority appears to be clouded with bias against the workman and tribunal finds that the disciplinary authority was adamant to punish the poor workman by hook or by crook for the deliberate negligent working of his superior officers.

12. The simple arguments advanced on behalf of the opposite party contrary to the arguments of the workman are that it is always the domain of the disciplinary authority to pass orders in disciplinary matters and such decision of the authorities are not required to be interfered at the hands of the courts. I do not find any substance in this argument of the opposite party. I do agree that it is the competence of the disciplinary authority to pass orders in disciplinary matters but he should be oblivious of the fact that his orders should not be based on arbitrary considerations or against the rules of natural justice. As it has already been held that the removal order dated 13-1-98 is based on whimsical considerations therefore arguments cannot be accepted.

13. Lastly the authorised representative has drawn the attention of the tribunal towards the findings recorded by the appellate authority in its order dated 14-5-98. I have gone through the observations recorded by the appellate authority in para 5 of his orders and find that the appellate authority has recorded the same on totally extraneous considerations which was never the subject matter of appeal preferred by the workman nor the subject matter of inquiry held against the workman. Mere charging Sri R.K. Prasad and punishing him for the accident would not amount that the workman too can be punished for same charge for which he was not responsible. What a poor employee like the workman can do in the matter except informing the superior officers about the crack in the line. It is admitted position of the case that the workman was working as Key Man and he was not supposed to be a technical man. He took best recourse in avoiding any accident or mishappening on the rail track no. 1, at Kanpur Central station. It was the obligation of the engineering staff responsible for removal of defects pointed out by the workman long back and if they failed in their job appellate authority cannot escape from his responsibility by observing that informing to higher ups or to his superiors and who had not taken action for which PWI Sri R.K. Prasad has also been charged and punished in the same accident case. In view of the tribunal these observations of the appellate authority in no way can help the case of the opposite party therefore, the appellate

authority's order dated 14-5-98 also appears to be based on bias reasoning inasmuch as it has not been mentioned as to what punishment was awarded to the responsible officers for the same act of misconduct. Therefore, in these circumstances, the order dated 14-5-98 is liable to be set aside being passed on extraneous considerations by the appellate authority.

14. No other point has been pressed by the A. Rs for the contesting parties.

15. In view of above discussions, it is held that the punishment order dated 13-1-98 passed by the disciplinary authority and appellate order dated 14-5-98 is bad in law and are liable to be set aside. Accordingly orders dated 13-1-98 and 14-5-98 are quashed as it reflects that the mind of the concerned officers are clouded with bias. Under these circumstances both these orders are quashed and the workman is held entitled for his reinstatement in the service with full back wages, continuity of service and all other consequential benefits admissible to him under service rules. Opposite party is directed to reinstate the workman in service after expiry of 30 days from the date of publication of award and to award him back wages.

16. Reference is answered accordingly.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 24 जुलाई, 2006

का. आ. 3324.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 127/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2006 को प्राप्त हुआ था।

[सं. एल-12012/6/1999-आई आर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 24th July, 2006

S.O. 3324.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 127/99) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur (U.P.) as shown in the Annexure in the Industrial Dispute between the management of Central Bank of India and their workmen which was received by the Central Government on 21-7-2006.

[No. L-12012/6/1999-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE SRI SURESH CHANDRA PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SARVODAYA NAGAR, KANPUR, U.P.

Industrial Dispute No. 127 of 99

In the matter of dispute between :

Shri Ishendra Kumar Singh Bhadauriya
C/o Sri B.P. Saxena,
426 W-2 Basant Bihar,
Kanpur.

AND

Central Bank of India,
The Regional Manager,
CBI Regional Office,
125 Civil Lines, Etawah.

AWARD

1. Central Government, Ministry of Labour, New Delhi, vide notification no. 12012/6/99-IR (B-II) dated 31-5-99 has referred the following dispute for adjudication to this tribunal :

"Whether Shri Ishendra Singh Bhadauriya has worked for 240 days with the management of Central Bank of India in any 12 consecutive months during the period from 1-5-91 to 30-6-98? If yes, whether the action of the management of Central Bank of India in terminating the services of Sri Ishendra Singh Bhadauriya w.e.f. 1-7-98 is justified? If not, what relief the workman is entitled for?"

2. The case in short as set up by him in his statement of claim is that he was engaged by the bank w.e.f. 1-5-91 and he performed all such duties in the bank as were being performed by the regular peon of the bank. The applicant was also required to do the clerical duties as well as duties in cash department of the branch. Applicant though worked for full time at bank's Airwa Katra Branch as performing the work of peon as well as the work of clerk he was paid his wages at Rs. 20 per day instead of full wages. The applicant continuously worked from 1-5-91 to 30-6-98 with the opposite party bank when the services of the workman had been dispensed by the opposite party bank without assigning any reason, notice pay or retrenchment compensation in this way opposite party has committed breach of the provisions of Section 25F of I.D. Act, which action of the bank is illegal and the workman is entitled to be reinstated in the services of the bank with full back wages, continuity of service and all consequential benefits.

3. The opposite party bank appeared and filed its reply in the case. It has been alleged by the bank that for recruitment in the services of the bank, bank has its own rules and according to it selection for regular appointments

are done according to need of work. Since workman had never undergone through any selection process for the post of peon and was never appointed by issuing any appointment letter, therefore, allegation that the workman was appointed in the bank and performed the duties of clerical nature as well as peon is absolutely imaginary and incorrect. Under these circumstances question of his exploitation or applicability of any of the provisions of the Industrial Disputes Act does not arise at all. It is also alleged by the opposite party bank that when the workman was never appointed by it on any post question of termination of his services does not arise at all in the facts and circumstances of the case.

4. On merit of the case it has been pleaded by the opposite party bank that the applicant was doing his own business in the name and style M/s Bhadauritya Light House Airwa Katra Etawah and he offered himself to instal a generator on contract basis vide offer letter dated 21-7-93. Applicant also made a request vide letter dated 20-10-93 to enhance the rent of generator. It is also alleged that apart from above business the applicant was also engaged in Pashupalan business and for that purposes he had applied for a loan before the opposite party bank and the bank sanctioned loan for Goatery and the applicant also used to take contract for recovery of Tehbazari from Distt. Board Etawah. On the basis of these allegations it has been prayed that the claim of the applicant is devoid of merit and is liable to be rejected.

5. Rejoinder statement has also been filed by the applicant in support of his claim but nothing new has been mentioned therein except reiterating the facts already pleaded by him in the statement of claim.

6. Both contesting parties have led oral as well as documentary evidence in support of their respective cases.

7. Heard the arguments of contesting parties at length and have also gone through the documents carefully.

8. The second part of the reference order is dependent upon first part of the schedule of reference order. A short controversy involved in the case is as to whether the workman has worked with the opposite party bank for 240 days in 12 consecutive months during the period 1-5-91 to 30-6-98 as claimed by the workman. Heavy burden lies on the workman to establish his claim on the point in controversy. Workman in support of his claim has filed certain photocopies of the documents per list dated 1-2-2001 purported to have been prepared by the workman himself. These documents cannot be read in evidence as it is well settled law that photocopies of the documents cannot be read in evidence. Therefore, these photocopies of the documents are of no help to the workman.

9. As against it management has filed original of vouchers per list of document dated 29-9-03 which are dated 26-7-97, 31-12-97 and 16-4-98 respectively. These

documents have been examined by the tribunal which indicates that workman has been paid wages for certain days amounting to rupees 400 at the rate of 20 per day. It is as per voucher dated 26-7-97. Voucher dated 31-12-97 indicates that the workman has been paid labour charges for Rs. 400 at the rate of Rs. 20 per day and lastly voucher dated 16-4-98 shows that the workman has been paid Rs. 300 as labour charges for 15 days at the rate of Rs. 20 per day. These documents have been marked as M.1, M.2 and M.3 respectively. Overall consideration of these vouchers is indicative of the fact that during the period 26-7-97 to 16-4-98 in all the workman has been paid Rs. 1100 as wages at the rate of Rs. 20 per day and on this basis the total number of working days of the workman come to 55 days only.

10. The workman in his evidence has admitted on oath that he was appointed on 1-5-91 at the branch as peon and on the oral instructions of the then manager he performed the work of clerk. He also admitted that he used to be paid his wages at Rs. 20 per day and that he continuously worked from 1-5-91 to 30-6-98. He also admitted that he was not paid retrenchment compensation at the time of termination of services. Workman in his cross examination has denied the suggestion that he did not work continuously in the bank. He also admitted that he never applied to the bank for his appointment nor he attended any test or interview for his appointment. Worker has also admitted the fact that he signed the voucher at the bank while receiving labour charges. The oral evidence of the workman that he continuously worked as peon as well as clerk in the bank during the period in question cannot be accepted in the absence of corroborative evidence. There is a joint inspection report on the record. From the joint inspection report which is duly signed by the officers of the bank as well as by the workman himself it is quite evident that the workman had made entries in some of the accounts of the constituents of the bank on certain dates but the same is not sufficient to believe the case of the workman that he had completed more than 240 days of continuous service.

11. Therefore, from a careful examination of the documentary evidence and oral evidence of the applicant available on the record, it is quite obvious that the workman has not been able to establish his claim that he continuously worked for 240 days as claimed by him and when the workman fails to establish his claim he cannot be held entitled for any relief as claimed by him. As workman himself has failed to establish his claim tribunal is not inclined to appreciate the oral evidence of the management.

12. Thus it is held that the workman has not worked continuously with the bank for more than 240 days in 12 consecutive month therefore he cannot be held entitled for any relief as claimed by him. Moreover his disengagement if any by the opposite party is not covered under the term 'Retrenchment' therefore he is also not entitled for

protection of any of the provisions of Industrial Disputes Act, 1947. As already stated that the first part of the schedule of reference order goes against the workman, exercise to examine the validity of second part of reference would be a futile exercise.

13. Therefore, from the above discussions, it is held that the workman is not entitled for any relief as claimed by him and the reference is decided against the workman and in favour of the opposite party bank.

14. Reference is decided accordingly.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 24 जुलाई, 2006

का. आ. 3325.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ संख्या 7/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2006 को प्राप्त हुआ था।

[सं. एल-12012/270/1999-आई आर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 24th July, 2006

S.O. 3325.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 7/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the management of Canara Bank and their workman, which was received by the Central Government on 21-7-2006.

[No. L-12012/270/1999-IR (B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated 13th July, 2006

Present :

Shri A.R. Siddiqui, Presiding Officer

C.R. No. 7/2000

I Party

Shri K.H. Dasegowda,
C/o K.M. Veerabhadraiah,
No. 108, 4th Main, 6th Cross,
Govindaraja Nagar,
Bangalore-560022,
(Karnataka State)

II Party

The Managing Director,
CB, Canara Bank, Head
Office,
No. 112, J.C. Road,
Bangalore-560002
(Karnataka State)

APPEARANCES:

Ist Party : Shri C.N. Krishna Reddy, Advocate

2nd Party : Shri T.R.K. Prasad, Advocate.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order. No. L-12012/270/99/IR(B-II) dated 31st January, 2000 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the the management of Canara Bank in terminating the services of Shri H.K. Dasegowda w.e.f. 15-2-1993 is legal and justified ? If not, what relief the workman is entitled to ?"

2. The case of the first party workman as made out in the Claim Statement, in brief, is that he being appointed as a Sub-Staff in the bank in the year 1987 worked for a period of 6 years continuously without any interruption. However, the management in violation of the provisions of Section 25F of the ID Act and violating the principles of natural justice has arbitrarily and illegally terminated his services w.e.f. 15-2-1993 and thereupon gave false assurance to the first party that he will be provided with job after some months etc. but failed to fulfil the said promise thereby compelling the first party to raise the dispute before the Regional Labour Commissioner (Central) Bangalore resulting into the present reference. Therefore, the action of the management in terminating the services w.e.f. 15-2-1993 is illegal and is liable to be set aside by passing the award in favour of the first party reinstating him in service with all other consequential benefits.

3. The management by its counter statement however, contended that services of the first party workman were being engaged as a Coolie during the years 1987 to 1992 intermittently for a few days and that he never worked continuously for a period of 240 days in any of the above said calendar years. The management contended that the first party has filed a writ petition No. 19531/96 before the Hon'ble High Court seeking direction to include his name in the panel of Daily Wagers maintained by the bank and to regularize his services with a further direction to the Employment Exchange Officer, the Respondent No. 3 in the said petition, to sponsor his name and the above said writ petition was disposed of vide order dated 15-9-1997 with an observation that Petitioner (first party) at liberty to approach the Employment Exchange Officer to get his name sponsored for the purpose of empanelment of his name as Daily Wager in the list maintained by the bank. However, the first party till today has not approached the employment Exchange Office to get his name sponsored for the above said purpose and without complying with the orders of the High Court in the said writ petition and suppressing this

fact before tribunal has come out with a different case and that he has not come to the court with clean hands. The management also contended that for the services taken by the bank engaging the first party as a Coolie on and off intermittently during the years 1987 to 1992, the bank has complied with the provisions of Section 25F of the ID Act and had paid a sum of Rs. 7440 to the first party and therefore, it cannot be said that it was a case of illegal termination in violation of the above said provision of law and hence reference is liable to be dismissed.

4. During the course of trial, the management examined the Bank Officer looking after the Recruitment and Promotion Section as MW1 and got marked four documents at Ex. M1 to M4. His statement in examination chief relevant for the purpose is that the bank will be maintaining Daily Wagers List for each district and services of the Daily Wagers will be engaged by the bank as and when the Sub Staff of the bank goes on leave or remains absent for any other reason. He stated that for the above said purpose i.e. to engage the worker on daily wage basis, his name must be sponsored through the Employment Exchange and in the instant case the name of the first party was not listed in the Daily Wagers List he being engaged as a Coolie only for the day he was doing the work in the bank. He then stated that the management has paid retrenchment compensation amount and that has been received by the first party vide Demand Draft and he has encashed the same. Then he stated about the above said writ petition filed by the first party and the fact that the first party did not comply with the directions of the High Court. Lastly he stated that the first party has not worked continuously for a period of 240 days in a particular block period and retrenchment compensation is paid to him by way of abundant caution since he was engaged during the period of six years intermittently.

5. The first party on his part examined himself by filing an affidavit evidence and the only averment at Para 1 of the affidavit relevant for the purpose is to the effect that he had been working with the bank as a sub staff since 1987 uptill 15-2-1993 on which date his services were terminated illegally not complying with the provisions of Section 25F of the ID Act or holding any Domestic Enquiry that his last drawn wages were Rs. 1,560 per month.

6. Ex. M1 is the letter issued to the first party enclosing a DD for Rs. 7440 in compliance of Section 25F of the ID Act. Ex. M2 is the AD Slip in sending the said letter. Ex. M3 is the copy of the order of the writ petition and Ex. M4 is the copy of the writ petition filed by the first party. I would like to refer to the statement of MW1 and WW1 made in their cross-examination, when appropriate.

7. Learned counsel for the first party filed his Written Argument and whereas, the learned counsel for the management has advanced his oral arguments. In his written arguments learned counsel for the first party repeating some of the undisputed facts, viz the first party

worked with the management bank during the year 1987 to 1993 drawing last drawn wages of Rs. 1560 per month and that the first party had filed the above said writ petition which was disposed of with an observation that the first party must get his name sponsored through employment exchange and further contended that the first party worked with the management bank in the aforesaid period of 6 years continuously but his services were terminated illegally w.e.f. 15-2-1993 falsely contending that he was being engaged as a Coolie for few days intermittently in the aforesaid period. He contended that the management bank was supposed to maintain the muster roll and attendance register etc. but failed to produce any such records before this tribunal. In support of his claim that the first party did not work continuously in the aforesaid period of 6 years or a period of 240 days more in a particular calendar year and therefore, adverse inference is to be drawn against the management in not producing those records. He contended that the retrenchment compensation amount paid to the first party under DD dated 29-11-1993 after a period of nine months from the date of termination is not the compliance of the provision of Section 25F. To support his case learned counsel relied upon the following four decisions :

1. 1976(1) LLJ Page 478 SC
2. 2004 LAB IC Page 48 SC
3. 2002 LAB IC Page 1090 SC
4. AIR 1999 Page 1441 SC

8. Whereas, learned counsel for the management argued that though the first party was engaged by the bank as a Coolie and not as a Sub Staff for few days intermittently, he never worked continuously as a Daily Wager or staff as contended by the first party and that he did not work continuously for a period of 240 days in a calendar year so as to attract the provisions of Section 2(oo) read with Section 25F of the ID Act. He submitted that even otherwise, the management paid retrenchment compensation amount to the first party by way of abundant caution. He submitted that in view of the admitted fact that the first party has not complied with the directions of the Hon'ble High Court given in the above said writ petition calling upon him to approach the Employment Exchange Officer to get his name sponsored to the bank for the purpose of listing his name in the list of daily wagers maintained for the said purpose reference on hand basing on the same set of fact is not maintainable. He submitted that except the affidavit filed by the first party noting on record to suggest that he worked continuously for a period of 240 days in a particular calendar year and only because the management did not produce muster roll or attendance register which records are not maintained for coolies engaged on daily wages, it cannot be inferred that he proved his case otherwise. To support his contention learned counsel referred to the decision of our Lordship of Supreme

Court reported in 2003 LLR 113 and a decision of Punjab and Haryana High Court reported in 1997 LLR Page 54.

9. After having gone through the records I find substance in the arguments advanced for the management. First of all as argued for the management the reference on hand deserves to be rejected for the simple reason that the first party did not comply with the directions of the High Court in the above said Writ Petition. The observations of the Hon'ble High Court in the said Writ Petition at para 3 read as under :

"In so far as the Second relief that it sought for in the writ petition is concerned, first and foremost petitioner has to get his name sponsored by Employment Exchange Officer, then only a cause of action would arise for the petitioner to approach this court for a direction to the first and second respondents to empanel him in the daily wage and also to regularize his services. In that view of the matter, the second relief sought for by the Petitioner also cannot be granted by this court."

10. Therefore, in the light of the aforesaid directions, the first party was supposed to get his name sponsored through Employment Exchange office and it is then only a cause of action could have been arisen in his favour to approach the court for direction to the management bank to empanel him in the Daily wagers List and then to seek the relief of regularization of his services etc. As noted above, the first party has not get his name sponsored through Employment Exchange for the above said purpose and straight away rised the dispute resulting into the present reference. It is to be noted that the above said writ petition was filed by the first party more less on the same grounds which he has urged before this tribunal by way of his Claim Statement. In the said writ petition he had asked the relief against the employment exchange officer to sponsor his name and against the bank officers to regularize his services. Therefore, on the very same set of facts, the above said writ petition having been filed and being disposed of by the Hon'ble High Court with certain specific directions, it was well argued for the management that he could not have raised the present dispute without the compliance of the directions made in the Writ Petition. Not only he failed to comply with the directions but very conveniently suppressed this fact of writ petition and its disposal in his claim statement filed before tribunal. It is in this view of the matter, learned counsel for the management, rightly contended that the first party has not come to the court with clean hands. Therefore, on this count itself reference is liable to be rejected.

11. Now, coming to the merits of the case, the contention of the first party that he was appointed as a sub staff in the year 1987 and worked as such up till 15-2-1993 continuously merits no consideration. First of all, there is undisputedly no order in his favour appointing him as a sub-staff, in fact, as admitted by him in his writ petition, his name was not even empanelled in the list of the Daily Wagers. Therefore, it is in this background one must appreciate the contention of the management that his

services were being engaged by the bank as a Coolie on daily wage basis as and when the work was available to him either against the leave vacancy or against the absence of the sub-staff going on leave. The contention of the first party that he worked continuously during the above said six years periods or for a period of 240 days continuously in a particular calendar year, again, is not supported by any evidence on record except the affidavit filed by him. Their Lordship of Supreme Court and Punjab and Haryana High Court in the aforesaid quoted decisions on behalf of the management have made the position of law on this point very clear by laying down the preposition of law that it is for the workman concerned to prove that he has in fact completed 240 days continuous service in the preceding 12 months period so as to get the relief asked for. His Lordship of Supreme Court in a recent decision reported in (2004) 107 FJR 264 SC ruled that "even if the muster roll was not produced by the management, the reference drawn by the Labour Court that the workman concerned might have worked for a period of more than 240 days was not proper and correct". His Lordship of Supreme Court in a case reported in 2002 LLR 339 went to the extent of holding that "Filing of an affidavit by the workman which is a statement in his own favour cannot be regarded as a sufficient evidence for any court or tribunal to come to the conclusion that the workman in fact worked for a period of 240 days in a year". In the instant case also as noted above, the first party except filing his affidavit evidence produced no scrap of paper to suggest that he worked for 240 days continuously in a particular calendar year. The arguments for the first party that adverse inference should be drawn against the management for non-production of muster roll and attendance register cannot be attached any credence in the light of the principle laid down by their Lordship of Supreme Court in the aforesaid decision of the year 2004 referred to supra and in the light of the contention for the management that such records are not maintained in case of Coolies engaged on daily wage basis. Moreover, assuming for a moment that the first party worked for a period of 240 days continuously in a particular calendar year and termination alleged against him amounts to entrenchment as defined under Section 2(oo) of the ID Act, it cannot be said that it was a case of illegal termination there being compliance of Section 25F of the ID Act by the management in paying the first party retrenchment compensation amount of Rs. 7440 as admitted by the first party himself in his cross-examination. Therefore, in the light of the above, there cannot be any hesitation for this tribunal in coming to the conclusion that first party fails to establish before this court that the management was not justified in terminating his services and hence reference must fail. Hence the following Award :

AWARD

The reference stands dismissed. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 13th July, 2005)

A.R. SIDDIQUI, Presiding Officer

नई दिल्ली, 24 जुलाई, 2006

का. आ. 3326.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बेंगलूर के पंचाट (संदर्भ संख्या 15/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2006 को प्राप्त हुआ था।

[सं. एल-12011/220/2002-आई आर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 24th July, 2006

S.O. 3326.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 15/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the management of Syndicate Bank and their workmen, which was received by the Central Government on 21-07-2006.

[No. L-12011/220/2002-IR(B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 6th July, 2006

PRESENT

Shri A. R. Siddiqui, Presiding Officer

C.R. No. 15/03

I PARTY.

The Secretary,
Syndicate Bank
Employees Union,
Karnataka State
Committee,
State Office,
Mundul Bhavan,
No. 138, 2nd Floor,
2nd Main Road,
Sheshadripuram,
BANGALORE-20

II PARTY

The Asstt. General Manager,
Syndicate Bank,
Zonal Office, IRC,
Gandhinagar,
BANGALORE-22

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute

vide order No. L-12011/220/2002-IR(B-II) dated 31st March, 2003 for adjudication on the following schedule :

SCHEDULE

“Whether the management of Syndicate Bank is justified by dismissing Shri K. Padmanabha, Attender from services w.e.f. 22-9-1999? If not, what relief the workman is entitled to?”

2. A charge sheet dated 24-10-1998 was issued to the first party workman in the following terms :

“It is alleged against you that you were functioning as an Attender at Hospet Branch from 21-5-1993 to 31-7-1996 and that while functioning in your position as such :

- You received the proceeds of loan of Rs. 25,000 arranged to Smt. B. Shanthamma, reported to be your sister-in-law from which you caused Rs. 5000 credited towards the loan account of Smt. C. Durga, reported to be your wife.
- You issued two cheques for Rs. 15,000 and Rs. 6,000 on your SB Account No. 112 at the branch which were dishonoured for want of funds.

Following circumstances appear on record in respect of the above transactions :

(i) In the matter of loan of Rs. 25,000 sanctioned to Smt. B. Shanthamma.

That Smt. B. Shanthamma W/o Thayappa, Milk Vendor, 19th Ward, Ballary Road, Behind Patel High School, Hospet, opened her SB Account 30303 on 16-2-1994 at the branch with an initial deposit of Rs. 50 with your introduction. The relevant SB account opening form and the specimen signature card are filled in by you.

That Smt. B. Shanthamma applied for loan of Rs. 25,000 on 8-2-1996 for the purpose of saree business offering one Shri D. Mohd. Khalid, Chappal Shop, Door No. 11/36/36, near KMK Building, Bellary Road, Hospet, as co-obligant, stock in trade as security and PD account 15599 of Smt. Shanthamma with balance of Rs. 6180 as collateral. The loan was sanctioned on 14-2-1996 and arranged on the same day vide OSL/RT/23/96. The proceeds were credited to SB Account 30303 of Smt. B. Shanthamma.

That you issued a withdrawal slip bearing No. 238714 to Smt. B. Shanthamma, filled it for Rs. 25,000 obtained her signature on the withdrawal slip and token No. 173 was issued by the concerned departmental clerk.

That when the withdrawal slip was passed for payment you got prepared a credit voucher for

Rs. 5000 towards OSL/PSE/22/94 of Smt. C. Durga, reported to be your wife and tendered the same at the cash counter along with token No. 173, requesting the cashier to pass the said credit voucher against the cash to be paid under withdrawal slip of Smt. Shanthamma for Rs. 25,000 which was done and the remianing cash paid to you.

That you caused a payment of Rs. 900 on 15-3-1996 to OSL 23/96 of Smt. B. Shanthamma reducing the balance outstanding to Rs. 24,000. Thereafter the PD account 15599 standing in the name of Smt. B. Shanthamma was closed on 28-8-1996 and the proceeds of Rs. 8,305 were transferred to her loan account OSL 23/96 and on 17-3-1998 Rs. 100 was transfrered to her loan account OSL 23/96 from her SB Account 30303. After these adjustments, the balance outstanding under OSL (RT) 23/96 of Smt. B. Shanthamma was Rs. 20,600 as at 17-3-1998 and the loan is irregular.

That Smt. B. Shanthamma has now complained to the Bank that she has not received the proceeds of the loan and you have utilized the proceeds of the loan by obtaining her signature on the blank withdrawal slip.

The above circumstances like (a) Your introducing the SB account of Smt. Shanthamma; (b) Issuing to her the withdrawal slip for her SB account on the date of arranging the loan and filling it up for Rs. 25,000 and obtaining token No. 173; (c) causing adjustment of Rs. 5000 towards OSL 2/94 of Smt. C. Durga, your wife from the proceeds of the loan of Smt. B. Shanthamma; and (d) Yourself receiving the balance amount of the withdrawal slip of Smt. Shanthamma, go to indicate that your unauthorisedly received the proceeds of OSL 23/96 for Rs. 25,000 arranged on 14-2-1996 in the name of Smt. B. Shanthamma and misappropriated the amount for yourself.

The above acts on your part constitute gross misconduct within the meaning of clause No. 19.5 of Bipartite Settlement.

We therefore, charge you with gross misconduct within the meaning of clause No. 19.5 of Bipartite Settlement.

We therefore charge you with gross misconduct of doing acts prejudicial to the interest of the bank vide clause No. 19.5(j) of the Bipartite Settlement.

(ii) In the matter of returning of cheques for Rs. 15,000 and Rs. 6,000

That a charge sheet-cum-show cause notice No. CGS/BNG/95/35 dated 13-5-1995 was issued to you by the Disciplinary Authority for the alleged

misconduct of issuing cheque Nos. 520117, 330673, 330672 for Rs. 872, Rs. 3400 and Rs. 3300 respectively, favouring third parties, which were returned unpaid for want of funds in your SB Account No. 112 at Hospet branch. The charge was held as proved during the departmental enquiry and the Disciplinary authority vide his proceedings No. PRS/BNG/AGM/95/58 dated 18-7-1995 imposed a penalty of reduction of Basic Pay by one stage for six months on you.

That despite the above, following cheques favouring some third parties issued by you on your SB Account No. 112 at Hospet Branch, were dishonoured for want of funds :

Sl.No.	Cheque No.	Date	Amount Rs.	Date of return
1.	525647	22-2-96	15,000	23-2-96
2.	528107	28-6-96	6,000	29-6-96

The cheque vide Sl. No. 2 above, was represented on 31-7-1996 and returned again on 31-7-1996 for want of funds.

The above acts of issuing cheques without maintaining sufficient balance contravening the guidelines issued vide HO Cir. No. 90/94/BC dated 16-4-94 constitute gross misconduct on your part within the meaning of clause No. 19.5(j) of the Bipartite Settlement.

We advise you to submit your written statement of defence, if any, within 15 days from the date of receipt of this chargesheet."

3. The first party submitted his reply to the charge sheet vide letter dated 12-12-98 denying the aforesaid first charge and with regard to the Second Charge he stated that the matter stands settled since he had made the payments separately to the payees of the aforesaid cheque. The management, however, did not find the above said reply satisfactory and ordered for Domestic Enquiry to be held against the first party. The first party participated in the enquiry proceedings with the assistance of DR by name Shri Abdul Jaleel, Secretary SBEU and the learned enquiry officer after having conducted the enquiry submitted his findings holding that first charge as leveled in the charge sheet has not been proved and whereas, Charge No. 2 stands established. The Disciplinary Authority after having gone through the enquiry findings, however, differed with the findings of the Enquiry Officer on Charge No. 1 and giving its own reasonings, recorded a finding that on the basis of the evidence available on record, Charge No. 1 also is proved and accordingly it passed an order proposing the punishment of dismissal and the above said order along with the findings of the enquiry officer and as well as the

finding of the disciplinary authority were sent to the first party for his explanation in the matter giving him opportunity of personal hearing. Thereafter personal hearing was conducted and remarks were submitted on behalf of the first party but the Disciplinary Authority not being satisfied with those remarks ultimately confirmed the punishment of dismissal by passing the impugned punishment order.

4. The first party having raised the dispute resulting into the present reference, in his claim statement before this tribunal challenged the above said dismissal order and also the finding of the disciplinary authority holding him guilty of the Charge No. 1 as well as the enquiry proceedings conducted by the enquiry officer. In his claim statement he supported the reasonings of the enquiry officer in holding him not guilty of the Charge No. 1 and assailed the finding of the Disciplinary Authority on the ground that the reasonings of the disciplinary authority in holding him guilty of Charge No. 1 are not based on legal and sufficient evidence brought on record and that they are based on assumptions and conjectures.

5. The management by its counter statement however, contended that despite the circulars issued by the management stating that the employees of the bank should not get themselves involved in the money transactions with its customers and shall not issue cheques to anybody without maintaining sufficient balance in their respective accounts to honour the cheques, the first party got himself involved in money transaction and committed the misconduct as alleged in the said charge sheet. The management contended that as the reply given by the first party to the charge sheet was not found satisfactory, a Domestic Enquiry was ordered against him and after the enquiry was conducted having given him fair and sufficient opportunity, the enquiry officer submitted his findings holding the first party guilty of Charge No. 2 and exonerated him for Charge No. 1 as indicated in the charge sheet. The Disciplinary Authority after having re-examined the evidence brought on record however, came to the conclusion that Charge No. 1 also stands established against the first party based on the evidence brought on record and gave its own reasonings in disagreeing with the reasonings given by the enquiry officer and then proposed the punishment of dismissal and after having held the personal hearing in the matter confirmed the said dismissal order and thereafter the appeal preferred by the first party was also rejected. Therefore, the management contended that enquiry proceedings were held in accordance with principles of natural justice and the finding given by the Disciplinary Authority in holding the first party workman guilty of misconduct for both the charges leveled in the charge sheet is perfectly legal and correct and that the punishment order is again justified under the facts and circumstances of the case. Therefore, requested this tribunal to dismiss the reference.

6. Keeping in view the respective contentions of the parties with regard to the validity, legality or otherwise of the enquiry proceedings, this tribunal on 2-9-2004 framed the following Preliminary Issue:

"Whether the Domestic enquiry conducted against the first party by the Second Party is fair and proper?"

7. During the course of trial of the said issue, the management examined one witness as MW1 and got marked seven documents at Ex. M1 to M7 and the first party on his part examined himself as WW1. After hearing the learned counsels for the respective parties, this tribunal by order dated 10th March, 2006 recorded a finding on the above said issue in favour of the management holding that the enquiry conducted against the first party was fair and proper. Thereafter learned counsels representing the parties were heard on merits and the case is posted for award.

8. Learned counsel for the first party vehemently supported the reasonings given by the enquiry officer in recording the finding that based on oral and documentary evidence produced during the course of enquiry, above said Charge No. 1 as shown in charge sheet has not been proved and whereas Charge No. 2 was proved. He attacked the finding of the disciplinary authority on the ground that the reasonings given by the authority are not supported by evidence brought on record but they are based on assumptions and conjectures. As far as 2nd Charge is concerned learned counsel submitted that issuing of the cheques not maintaining sufficient amount in the account though was in violation of the circular issued by the management but it was not coming under the definition of misconduct much less a gross misconduct for which the first party has been hauled up with the charge under the purview of Clause 19.5(j) of the Bipartite Settlement.

9. Whereas, learned counsel for the management while assailing the reasonings given by the enquiry officer in giving clean chit to the first party on the 1st charge leveled against him, took support of the reasonings given by the Disciplinary Authority in holding the first party guilty of the said charge. He invited attention of this tribunal to the answer to question No. 9 given by the wife of the first party in her statement before the enquiry officer in this context apart from relying upon the other oral and documentary evidence brought on record.

10. After having gone through the oral and documentary evidence brought on record during the course of enquiry, the reasonings given by the enquiry officer on pages 14 to 19 and also going through the finding of the Disciplinary Authority, I find substance in the arguments advanced for the first party that the 1st charge leveled against him is not established by sufficient and legal evidence and the finding recorded by the enquiry officer to the effect that he is not guilty of the said charge is quite

valid and proper and at the same time the finding given by the Disciplinary Authority in differing from the finding given by the enquiry officer on the point is not supported by evidence on record but appears to be based on far fetched assumptions and conjectures.

11. The facts as narrated in the charge sheet in sub Paras (i) to (v) under Para No. 1 are very much undisputed in this case and therefore, need not be once again repeated. The crucial sub Para (vi) holding the workman guilty of the charges of misconduct of the misappropriation of the amount in question relied upon the circumstances like—

- (a) The first party introduced SB account of Smt. Shanthamma;
- (b) He issued to her the withdrawal slip for her SB account on the date of arranging the loan and filling it up for Rs. 25,000 and obtaining token No. 173;
- (c) He caused adjustment of Rs. 5000 towards OSL 2/94 of Smt. C. Durga, his wife from the proceeds of the loan of Smt. B. Shanthamma;
- (d) Himself received the balance amount of the withdrawal slip of Smt. Shanthamma and thereby unauthorisedly received the proceeds of Rs. 25,000 sanctioned on 14-2-1996 in the name of Smt. B. Shanthamma misappropriated the amount to himself.

12. Now therefore, as the facts narrated in the charge sheet stand and have remained undisputed on the part of the first party, a question arises as to whether the aforesaid circumstances taken into account by the management in holding the workman guilty of the misappropriation of the amount are themselves sufficient to prove the charge No. 1 of misconduct levelled against the first party. A perusal of the reasonings given by the enquiry officer would reveal that he has discussed elaborately and threadbare the oral and documentary evidence produced before him in coming to the conclusion that the aforesaid circumstances are not sufficient enough so as to hold the workman guilty of the charges. He discussed the evidence of MW1 the investigation officer and observed that the documents collected and produced before him do not reveal the actual involvement of the first party in getting the loan sanctioned in the name of Smt. B. Shanthamma and retaining the amount with him. While referring to the statements of other management witnesses he observed that they do not indicate that the first party misused the loan amount sanctioned in the name of Smt. Shanthamma. He then referred to the statement of MW4, Shri Venkatesh Bhat, the then cashier who had paid amount in the hands of the first party and rightly came to the conclusion that his version that it is first party who himself filled up the withdrawal slip at MEX 14 was not acceptable in the light of his own admission that he did not see the first party writing the

withdrawal slip. That apart, learned enquiry officer observed that it is not uncommon in the banking business that the customers are asking the officials to write down the credit slips/withdrawal slips etc. Observing further that in the instant case the first party was related to Smt. Shanthamma and in case the first party had written the withdrawal slip on her behalf to get the cash and assisted her in getting the cash, it cannot be construed that the cash received by the first party has been retained by him or that the withdrawal slip is fabricated one. He further noted that in the evidence of management witnesses it has been admitted that the withdrawal slip bears the signature of Smt. Shanthamma and there is no dispute regarding the genuineness of her signature. He then noted that this circumstance will disclose that Smt. Shanthamma must have come on that day to the branch and she must have requested the first party in getting the cash. Then he referred to the statement of Smt. C. Durga, wife of the first party examined during the course of enquiry as DW-1, wherein she has stated that Shanthamma had come to the branch on that day and had paid Rs. 5000 to the first party in settlement of her dues and accordingly that amount was credited to her loan account. It was rightly observed by the enquiry officer that the above said statement of DW-1 has not been shaken or rebutted in the course of her cross examination by the management. The contention of the management that the first party had pressurized the then Branch Manager for sanctioning the loan in the name of Smt. Shanthamma again was turned down by the enquiry officer holding that there has been no evidence produced to suggest that the first party had recommended or pressurized the management to sanction the loan to her. While discussing the complaints said to have been made by said Smt. Shanthamma on 6-1-97 and 26-3-97 marked at Ex. MEX-23 & 24, the learned enquiry officer rightly observed that there is no substance in those complaints as the loan had been sanctioned by the bank on 14-2-1996 and whereas, the complaints have been filed on 6-1-1997 and 26-3-1997 long after the loan was sanctioned. He also noted an important fact that in the meantime the PD Account No. 155/99 of Smt. Shanthamma had been closed on 28-8-1996 and proceeds of Rs. 8,305 had been credited to her OSL Account 23/96 as evident from MEX-21 and 22. He rightly observed that if Smt. Shanthamma had not received the loan proceeds, she should not have consented for the adjustment of the proceeds of her PD account which were her own savings towards her loan account No. 23/96. He further rightly observed that her PD account was closed on 28-12-1996 exactly after six months of the sanction of the loan and her complaints are in the months of January and March 1997, which clearly would indicate that she had preferred the complaints only after the proceeds of her PD account had been adjusted to her OSL A/c 23/96. He rightly observed that if she had not received the loan proceeds she must have taken objection for the adjustment of PD and the fact that she even did not raise any objection or

referred to the PD adjustment even in both of her complaints must make it abundantly clear that the above said PD adjustment was to her knowledge and with her consent and that means to say that she had in fact received the loan amount. After having referred to the evidence on record learned enquiry officer observed that "documents produced are all pertaining to the loan transactions and also the credit and debit slips but no document is indicating for giving room for suspicion that Shri K. Padmanabha has retained the proceeds under OSL 23/96, except that, cash was received by him. The mere receipt of the cash from the cash cabin, one cannot say that it has not been handed over to the person concerned unless there is any complaint in this regard immediately thereafter. Hence, I find that MEX 21, 22 and 14 are undisputed documents on both the sides and hence the same will go to establish that Smt. B. Shanthamma had received the money and also she allowed the premature refund of her PD 155/99 and adjusted the proceeds towards her OSL Account 23/96. In addition to the above both the complaints preferred by her i.e. MEX-23 & 24 are silent about the said adjustment and any objection thereof. I have already dealt with this point above that if she had not received the proceeds or that adjustment from the proceeds of her PD 155/99 was without her knowledge, certainly she should have made a mention in the complaints. DW1 is the eye witness who has seen Shri K. Padmanabha (first party) handing over the cash and in turn Smt. B. Shanthamma has paid Rs. 5000 to her towards her dues to DW-1. When the evidence of DW1 goes on record unrebutted, as the cross examination of DW1 do not give any room for doubting the veracity of the evidence of DW1." Now therefore, in the light of the aforesaid reasonings given by the learned enquiry officer discussing the evidence on record at length and exhaustively the circumstances brought out in the charge sheet as incriminating circumstances holding the workman guilty of the charge in my opinion do not hold the field any more.

13. Learned counsel for the management as noted above, had referred to the answer to question No. 9 given by the DW1 in order to suggest that the amount in question was received by the first party and was retained by him. On going through the said answer I must say that it in fact goes in favour of the first party. Her answer is that "the amount has been received by Shri Padmanabha from the cashier and Padmanabha had handed over the cash to Smt. Santhamma and Smt. Santhamma had paid Rs. 5000/- to me". Learned counsel wanted to just rely upon the first sentence in the answer to say that first party received the amount from cashier and very conveniently wanted to ignore the next two sentences wherein the witness in very clear words stated that the amount in question was handed over to Smt. Shanthamma and it is Shanthamma who had paid Rs. 5000 to her which has been the defence of the first party throughout and has been very much substantiated in the evidence brought on record.

14. Apart from the reasonings given by the learned enquiry officer the other two important circumstances canvassed on behalf of the first party before this tribunal in my opinion are also very significant and important in deciding upon the question as to whether the first party committed misconduct alleged against him. It was rightly argued for the first party that it was not a case of fraud being played by the first party upon the bank in obtaining the loan in question in the name of said Smt. Shanthamma. The case of the management on the other hand is that it is on the application of Smt. Santhamma the loan in question was sanctioned and therefore, if at all the first party had misutilised the loan amount retaining the same with him then party aggrieved must be Smt. Santhamma and not the management bank. It is in this view of the matter Smt. Shanthamma was the best and competent witness to have appeared before the enquiry officer and to have deposed to the contents of the so-called complaints made by her with the management. Not only she was not examined by the management during the course of enquiry but also she was not examined even by the investigation officer during the so-called investigation done by him into the matter. MW1, Investigation Officer gives his own explanation by saying that when he visited the house of Smt. Shanthamma she was not available. When such a serious complaint was made and the management wanted to proceed on the basis of the said complaint, it was bounden duty of the Investigation Officer to look into it and to find out the truth in the matter before he could hold the workman guilty of the charges. As argued for the first party, it was not a case of fraud being played by him on the bank and misappropriated the amount belonging to the bank. Therefore, in the strict sense of the provisions of bipartite settlement, the first party could not have been charge sheeted for misappropriation of the funds belonging to some customers and not belonging to the bank. Therefore, having scrutinized carefully and going through the evidence brought on record and the discussion indicated above, I am of the firm opinion that the finding given by the enquiry officer in exonerating the first party for the first charge of misconduct was well founded and well reasoned.

15. Now coming to the finding and reasoning given by the Disciplinary Authority, it was well argued for the first party that the reasonings are not at all based upon the oral and documentary evidence brought on record. I would like to bring on record the very finding of the Disciplinary Authority for the purpose of convenience to be compared with the reasonings given by the enquiry officer on the first charge levelled against the first party is as under :—

"From the evidence of MW1, MW2, MW3 and MW4 adduced in the enquiry, as well as the documents identified by them, and also on going through the defence evidence adduced in respect of MW1 to MW4, it has been established beyond doubt that

Shri K. Padmanabha, the CSE introduced the SB account of Smt. B. Shanthamma, that he issued to her a withdrawal slip on the date of arranging the loan i.e. on 14-2-1996, that he filled it up for Rs. 25,000 from the cashier, out of which he caused an adjustment of Rs. 5000 towards OSL 22/94 of Smt. C. Durga, his wife.

Though the CSE pleads that Smt. B. Shanthamma his sister-in-law filed complaint against him on account of certain family dispute, I observe that this defence of the CSE has not been established in the enquiry by examining any witnesses or introducing any documentary evidence. Of course, the CSE examined Smt. Durga, his wife, who said that the relationship between both the sisters is not cordial. With regard to the evidence of Smt. Durga, I wish to place on record that much weightage cannot be attached to her evidence for she is the wife of the CSE, the credit of Rs. 5,000 given to her account is also in dispute before the enquiry and also for the reason that while availing the said OSL, she has not furnished the name of her husband. OSL/22/94 was availed by her by suppressing the fact that she is the wife of CSE.

During the enquiry, Smt. C. Durga, wife of the CSE stated that she had also visited the branch along with her sister on the date of releasing the loan and received Rs. 25,000 from the Bank, that her sister gave Rs. 5000 to her towards the amount which she had borrowed from her. She further deposed that she handed over Rs. 5000 to her husband for remitting to her loan account. Smt. Durga, being an interested witness in the above transaction, her evidence that her sister had borrowed Rs. 5000 from her cannot be relied on in the absence of any supporting evidence/documentary evidence. The onus of proof to establish that her sister (Smt. Shanthamma) had borrowed Rs. 5000 from her (Smt. Durga) which was returned on 14-2-1996, lies on the CSE. Therefore, the defence side has not established their contention, before the enquiry. Coming to the evidence of MWs, it has been amply established that the CSE is the person who took initiative in the above transactions from one counter to other and finally he himself collected the cash from the cashier. The defence failed to establish that Smt. B. Shanthamma was present on that day and received the cash from the cashier. I also observe that the defence side has not rebutted the evidence of MW1 regarding Rs. 25,000 collected by the CSE and gave Rs. 5000 to the cashier for the credit of OSL 22/94. The defence failed to establish that the customer's complaint arose only on account of enmity. Therefore, in my opinion, there is sufficient evidence to prove the misconduct on the part of the CSE. As stated by the customer in her complaint that the CSE would repay the loan, the CSE himself repaid the first instalment of the loan

i.e. Rs. 900 to the loan account of the customer on 15-3-1996.

I also fail to understand as to why the CSE did not appear himself as a witness in the enquiry forum. The CSE's reluctance to get himself examined throws shadow of guilt upon him.

The complaints of the customer were filed in the enquiry which were not disputed by the defence. Regarding the complaint, the investigation officer stated in the enquiry that he made an attempt to meet Smt. Shanthamma to ascertain the details. However, she was not available during his visit to her house. He learnt that Smt. Shanthamma left Hospet for Bellary a few months earlier and her new address at Bellary was not available. As there is a written complaint from the customer for having not received the loan proceeds from the CSE and CSE also failed to establish that he handed over the money to the customer and since CSE received the loan proceeds from the cashier, I have to believe the genuineness of the written complaints against the CSE.

Having gone through all the evidences made available in the enquiry, I am convinced to say that the CSE obtained the borrower's signature on a blank withdrawal form and asked her to go home promising that he would hand over the loan amount to her in the afternoon, which he had not done so. I am also convinced that while the management could sufficiently establish the case, the defence side could not establish their stand. In the instant case, and in departmental enquiries, the standard of proof required is that of preponderance of probability and it is not necessary that guilt should be established beyond doubt. This preponderance of probability weights heavily against the CSE. Therefore, I find that Shri K. Padmanabha misappropriated loan proceeds of Smt. B. Shanthamma as reported under Charge No. 1 in the charge sheet."

16. Therefore, as argued for the first party, from the reading of the above said findings rather the reasonings given by the disciplinary authority it can be very well found that the disciplinary authority has acted upon the very undisputed facts and circumstances which can be said to be the legal and sufficient evidence so as to hold the workman guilty of the charges. The reasonings of the Disciplinary Authority in fact have been answered and nullified by the very reasonings given by the enquiry officer. Moreover, as per the reasonings it can be seen that the disciplinary authority has proceeded on the assumption that it was for the first party to have substantiated the defence taken by him and that the management could simply rely upon certain undisputed facts without producing any legal and sufficient evidence. Therefore, in my opinion the finding given by the disciplinary authority is not supported by valid and cogent reasonings much less supported by

legal and sufficient evidence brought on record during the course of enquiry and therefore, its finding holding the workman guilty of the first charge is liable to be quashed.

17. However, keeping in view the undisputed fact that the first party has taken a very active part throughout in the transaction in question, he has certainly violated the circular instructions issued by the management that employees of the bank shall not take active part in the money transactions with its customers and thereby committed the misconduct in disobeying the instructions in that regard.

18. Now, coming to the Second charge it is again not disputed by the first party that he had issued the aforesaid two cheques for a sum of Rs. 15,000 and 6000 dated 22-2-96 and 28-6-1996 and they had been returned dishonoured on 23-2-96 and 29-6-96. This he has again done in violation of the circular instructions issued by the management. His explanation that he had settled the dues under the above said two cheques with the parties concerned subsequently will not be a circumstance coming to his rescue. It is to be read from the charge sheet that even earlier to this also he had issued three cheques for a sum of Rs. 872, Rs. 3400 and Rs. 3300 favouring 3rd parties which were also returned unpaid for want of funds in his SB Account. It is also brought out in the charge sheet that for the above said act of the first party charge sheet was issued, departmental enquiry was held and the disciplinary authority vide its proceeding dated 18-7-95 imposed upon him a penalty of reduction of basic pay at one stage for six months. Therefore, what appears is that the first party who has been working with the bank as an attender has been in the habit of issuing the cheques for huge sums not maintaining sufficient balance in his SB Account. It is not in dispute that circulars have also been issued by the management bank that violation of circular instructions in this regard would amount to serious misconduct attracting the disciplinary actions. Therefore, the finding given by the enquiry officer as well as the disciplinary authority holding him guilty of the Second Charge is to be upheld. Now, therefore, in the light of the above, it appears to me that ends of justice will be met if the first party is ordered to be reinstated in service and he shall be denied back wages from the date of impugned punishment order till the date of his reinstatement as a punishment for the misconduct he committed in violating the circular instructions referred to supra with continuity of service and other consequential benefits. Hence the following award :

AWARD

The management is directed to reinstate the first party in service without back wages from the date of impugned punishment order till the date of his reinstatement with continuity of service and other consequential benefits. No costs.

(Dictated to PA, transcribed by her, corrected and signed by me, on 6th July 2006)

A.R. SIDDIQUI, Presiding Officer

नई दिल्ली, 24 जुलाई, 2006

का. आ. 3327.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ महाराष्ट्र के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं. 2, मुम्बई के पंचाट (संदर्भ संख्या 2/100 ऑफ 2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2006 को प्राप्त हुआ था।

[सं. एल-12011/65/1996-आई आर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 24th July, 2006

S.O. 3327.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 2/100 of 2000) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure in the industrial dispute between the management of Bank of Maharashtra and their workmen, which was received by the Central Government on 21-7-2006.

[No. L-12011/65/1996-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. II, MUMBAI

PRESENT

A. A. Lad, Presiding Officer

Reference : CGIT-2/100 of 2000

Employers in relation to the Management of Bank of Maharashtra

- I Bank of Maharashtra,
"Lokmangal", 1501, Shivaji Nagar,
Pune-411005.
- I(II). The Maharashtra Executors and
Trustee Co. Ltd.,
(a wholly owned subsidiary company of Bank
of Maharashtra, having its registered office at
"Lokmangal", 1501, Shivaji Nagar),
Pune 411005.

AND

Their Workmen

Bank of Maharashtra Karmachari Sena, a Trade Union registered under the provisions of the Trade Unions Act, Yashoda Niwas, Ranade Road, Dadar, Mumbai-400008.

APPEARANCE:

For the Employer : (1) Shri R. G. Londhe,
Advocate
(1A) Shri M. B. Anchan,
Advocate

For the Workmen : Mr. Jayaprakash Sawant,
Advocate.

Date of reserving Award : 18th May, 2006.

Date of passing of Award : 1st June, 2006.

AWARD**PART I**

The matrix of the facts as culled out from the proceedings are as under :

2. The Under Secretary to the Government of India, Ministry of Labour, (Bharat Sarkar), New Delhi, sent this reference in exercise of powers conferred by Clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 to this Tribunal referring the dispute regarding the employees involved in the reference more precisely who are the employees of Executor and Trustees Company (subsidiary of Bank of Maharashtra) can be treated as employees of the Banking Company and whether employees of "C" and "D" Group as per 5th and 6th Bipartite Settlement, which took place in Banking Sector are as per it are entitled to get it. The Schedule of the reference is as follows :

"1. Whether the Maharashtra Executor and Trustees Company (Subsidiary of Bank of Maharashtra) can be treated as a (Banking Company) ?

2. If so, whether the action of the management of Maharashtra Executor and Trustees Co. in reducing the scale of pay for Group "C" and "D" employees, against the 5th and 6th Bipartite Settlement for Banking Sector and their denial to treat them at par with the employees of Bank of Maharashtra is legal and justified ? If not, what relief the workman are entitled to ?"

3. To support that 2nd Party filed Statement of Claim stating that it is the Trade Union which is registered under the provisions of the Trade Unions Act, 1926 and having its registered office at the address given in the statement of claim.

4. 1st Party (I) is the Bank having its registered office at building called "Lokmangal", 1501, Shivaji Nagar, Pune-411005 whereas 1st party No. 1(II) is a Maharashtra Executors and Trustees Company Limited having same address i.e. of 1st Party (I).

5. Since 1st Party (I) is a Nationalised Bank and 1st Party (II) is a Banking Company within the meaning of Section 5(c), read with Section 5(b) of the Banking

Regulation Act, 1949, is established in 1946 and hereinafter called as "Trustee Company". The entire share capital of the 1st party (2) is owned by the 1st Party (I) i.e. Bank of Maharashtra, which is Government undertaking. According to 2nd Party, 1st Party (I) is the Government of India undertaking having entire control over the activities of the 1st party (II) as it is the subsidiary of it.

6. As per the Banking Regulation Act, 1949 1st Party is engaged in various other businesses like undertaking and Executing trusts, and undertaking administration of estates as executor and Trustee of it or otherwise and for the said purpose 1st Party (I) formed 1st Party (II) to look after the activities as its subsidiary company independently. According to the 2nd Party, 1st party (I) has 1028 Branches through out India and have engaged 15,000 to 18,000 employees and at Head Office 750 persons, working at Pune. Against said total strength of employees working with 1st Party (I) 26 at present are working with the 1st party (II) in the same Head Office located at the Head Office of the 1st Party (I) which has been shifted now to show that, they are having different status, entity and are not related with 1st Party (I) each others. 1st Party (I) started showing discrimination while giving benefits to the employees working under it. Initially scale and benefits of allowances were on equal footing given to the employees of both i.e. of the 1st Party. However, later on 1st Party (I) started showing discrimination and avoided to give benefits which are given to its employees. So, Union pointed out that fact and served notices upon the 1st Party. Since, 1st Party (I) was of the view to show its different status from 1st Party (2), though actually it is a subsidiary Company of it, did not agree with the demand of the employees of 1st Party (2). Even number of citations were proposed but were not considered. 1st party (I) has also Executors and Trustees Department, said Department carries out the work identical to that of the 1st Party (II) and not only that, all the accounts of the said Department e.g. Ledger, Cash Book etc. are handled by the said Trustee Company itself. According to 2nd Party, the client who is dealing with the Bank has a choice either to entrust his business to the Department of the Bank or to the Trustee Company like 1st Party (2). It is expressly mentioned in the letter dated 6th June, 1980. It is stated therein that, client should be given the option to decide whether their business is to be handled by the Bank 1st Party (I) or the 1st Party (II). According to 2nd Party, the work of Trustee Company run by 1st Party (II) is similar and identical in all respects. In fact 1st party (I) has always considered the 1st party (II) as one of its Departments and it revealed from the Circular dated 2nd June, 1986 filed with Annexure "G" in the proceedings. Even Annexure "H" is also supports that story. Even advertisements about the Executor and Trustee Company business are placed on Boards by 1st Party (I) reveals that, it is the part of the 1st Party (I) and the employees working under it should get benefits as given to the employees of

the 1st party. However, the stand taken by the 1st Party (I) suddenly unilateral decision in regard to draft circular dated 6th August, 1991, which affected the benefits of the employees of the 1st Party (II). The scales of the employees of the 1st Party (II) are not only lower but increments are also given in the lower scale which is not just and proper. So said dispute was first made before the Assistant labour Commissioner who did not consider it and sent failure report holding that Central Government is not appropriate Government of 1st party (II) but State Government. While deciding Writ Petition No. 4229 of 1998 Hon'ble High Court directed this Tribunal to decide first which is the appropriate Government and if Central Government, decide the Charter of Demand submitted by the 2nd Party in connection with the service conditions of the members of it as to the employees of 1st party (I). So it is submitted that, employees who are the members of the 2nd Party are the employees of 1st Party (II) which is subsidiary company of 1st Party (I) and Central Government is the appropriate Government of it as that the 1st Party and benefits be extended to the members of it.

7. This prayer is disputed by 1st Party (I) by filing Written Statement at Exhibit 13 stating that, it is not related with the 1st party (II). 1st party (II) is a Trustee Company registered under the Trust Act and not concerned with the 1st Party (I) since both are having different entity and are not related by any means. So, on that count, demand made by the 2nd Party is not tenable and worth to be rejected.

8. Same defence is taken by First Party (II) by filing written statement at Exhibit 15 stating that, prayer prayed by the 2nd Party cannot be granted since Tribunal has to decide first about its jurisdiction and who is the appropriate Government. Unless and until it is decided this Tribunal cannot entertain the demand of the 2nd Party. It is also stated that 2nd Party which will be called hereinafter as "METCO" is independent than 1st party (I). Both are different entity and as such their relations cannot be brought together as one entity to enable the 2nd Party to press their demands.

9. In view of these rival pleadings, my Ld. Predecessor framed issues at Exhibit 21 and out of which Issue No. 1A, "whether the Central Government is the appropriate Government within the meaning of Section 2(A) of the Industrial disputes Act, in respect of Maharashtra Executor and Trustees Company", is ordered to be decided first which I answer as follows :

ISSUE	Finding
1(A) Whether the Central Government is the appropriate Government within the meaning of Section 2(A) of the Industrial Disputes Act, in respect of Maharashtra Executor and Trustees Company ?	YES.

REASONS :

ISSUE NO. 1(A) :

10. The case of the 2nd Party is that they are employees like employees of Bank of Maharashtra. Bank of Maharashtra is a registered Bank, under the control of Central Government, Government of India. The status, the salary and nature of work initially were of the same type as that of the workers involved in the reference like the workers of Bank of Maharashtra.

11. Later on looking to the workload, the 1st Party (II) considered itself as independent party and separated from 1st Party (I). 1st Party (II) formed its office, its body and started functioning independently. However, the source of establishment of 1st Party (II), is the First Party (I), its work, its capital and its goodwill. Without goodwill, capital, assets of the 1st Party (I), 1st Party (II) cannot come into picture and project its existence as shown by 1st Party (II). Whereas case of the 1st Party (II) is that, it is the charitable Trust, registered under the Bombay Public Trusts Act and has nothing to do with First Party (I) and both are having different identity, entity, business as well as nature of work. Both are not concerned with each other by any means and as such employees of it cannot be treated as employees of the Central Government like employees of 1st Party (I) and as such this Tribunal has no jurisdiction as Central Government is not an appropriate Government of 1st Party (II).

12. To prove that 2nd Party examined Mulye at Exhibit 52 who has elaborated the functioning of the 1st party (I) and 1st Party (II). He tried to show that, they are related to each other and how they cannot be separated from each other. He tried to project that, 1st party (I) has status of the 1st Party (2) and without 1st party (I) 1st Party (II) cannot come in existence or cannot project in the field, it is the 1st party (I) who is the pioneer of the business of the 1st party (II) and without 1st Party (I) First Party (II) does not have any status. However, in the cross this witness states that, since 1981 he is working with 1st party (II). There are 4 branches of the 1st Party (II) and 25 workers are working there. Then 2nd Party filed closing purshis at Exhibit 55. Against that, no evidence is led by 1st Party (I) and the 1st Party (II) also.

13. To establish that they are not-related with each others, as story made out by the 1st Party, they did not have any evidence and filed closing purshis at Exhibits 57 and 58 whereas 2nd Party filed written synopsis of arguments at Exhibit 62 whereas 1st Party (II) filed written submissions at Exhibit 64.

14. In the flow of written submissions, and in the arguments number of documents are referred by both which are filed with Exhibit 10. If we peruse those we find Exhibit 29, the appointment letter to the post of Clerk of one Patwardhan which gives address of 1st Party (II) of Pune

i.e. "LOKMANGAL", 1501, Shivajinagar, Pune 5 which is admittedly the address of the 1st Party (I). Exhibit 34 also reveals that, 1st Party (II) was showing address of 1st Party (I), Exhibit 37 bears address of 1st Party (I) and same can be noted from Exhibit 38. Exhibit 42 reveals that, permission was given to 1st party (II) for its expenditure by the Dy. General Manager Bombay Metropolitan Zone, 45/46, Bombay Samachar Marg, Fort, Bombay 400 025, which is also controlling authority of 1st Party (I). Exhibit 43 also reveals that like that. Exhibit 45 bears address of 1st Party (I) in connection with existence of 1st Party (II). Letter dated 24th December, 1991 filed at Exhibit 48 reveals that the Secretary of the Departments of Banking, Ministry of Finance, New Delhi, was addressed by the President, Bank of Maharashtra Karamchhari Sena mentioning that, members of the Union of the 1st Party (II) i.e. Trustee Company are the employees of the 1st Party (I) i.e. Bank of Maharashtra who are the members of the Bank of Maharashtra Karamchhari Sena. Whereas document filed by 1st party (II) at Exhibit 16 are the Xerox copies regarding registration of it. Except that no other evidence is led by the 1st Party (II) to support its contentions that it is a trust and Maharashtra Government is their appropriate Government.

15. So this evidence referred above, as relied by the Second Party, if considered, we find, there is link which establish link between 1st Party (I) and 1st Party (II). It is not disputed that, 1st Party (I) was not at all pioneer seed of the 1st Party (II). In fact with the capital of the 1st Party (I) and with the help of it, and with the help of establishment of it, the 1st Party (II) came into existence and started building its role. Whereas the case of the 1st Party (I) is that, the Trustee business is run in the Bank by the Bank itself. However, to give good service to the customers of such a Trustee Company 1st Party (II) is formed separately so that, it can concentrate on the interest of members who want to take benefit of services of 1st Party (II). As far as this logic placed by the 1st Party (I) regarding role of 1st Party (II) is concerned, we find no such case is made out either by the 1st Party (I) or 1st Party (II). On the contrary, 1st Party (I) is entirely silent in the proceedings. It is neither denying nor admitting its relations with the 1st Party (II). It also gives same support to the case of the Second party. The story tried to put by the 1st Party (II) is that, it is an independent Body and it is registered with State Government of Maharashtra and so State of Maharashtra is the appropriate Government. But in my considered view, it has no meaning. In fact evidence of that type i.e. it is registered with the State Government of Maharashtra and so it is not controlled by under Central Government as tried to be presumed by the 1st Party (II) is not proved at all. In fact 1st Party (II) has taken name of 1st Party (I). In fact 1st Party (II) has utilized the goodwill of 1st Party (I), even record and proceedings reveal that, the same party, 1st Party (II) was functioning with the help of 1st party (I) and from the office of the 1st Party (I). It was

using its place, capital, staff and machinery at the initial level. Then separate status is given to 1st Party (II) to function it effectively.

16. So, if, we consider all that, coupled with the case made out by both I could conclude that, Central Government is the appropriate Government of 1st Party (II), and as such, this Tribunal has jurisdiction. Since Central government being an appropriate Government within the meaning of Section 2(A) of the Industrial Dispute Act of 1st Party (2-I) answer this issue to that effect and pass the following order :

ORDER

- (a) Central Government is an appropriate Government of 1st Party (II),
- (b) Parties to note it and appear in the proceedings for dealing with the remaining issues on 24th July, 2006.

Mumbai,
1st June, 2006

A. A. LAD, Presiding Officer

नई दिल्ली, 24 जुलाई, 2006

का. आ. 3328.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बेंगलूर के पंचाट (संदर्भ संख्या 46/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2006 को प्राप्त हुआ था।

[सं. एल-12012/59/2001-आई आर (बी-II)]
सी. गंगाधरन, अवर सचिव

New Delhi, the 24th July, 2006

S.O. 3328.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 46/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the management of Canara Bank, and their workmen, received by the Central Government on 21-07-2006.

[No. L-12012/59/2001-IR (B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 14th July 2006

PRESENT

SHRI A. R. SIDDIQUI, Presiding Officer

C.R. No. 46/2001**I PARTY**

Shri B. Kashinath,
No. 21, Madhavanagar,
Industrial Area,
Naubad P.O.,
Bidar District,
Karnataka State.

II PARTY

The Deputy General Manager,
Canara Bank, Circle Office,
J. C. Road, Opp. Town Hall,
Bangalore-560 001

APPEARANCES

1st Party : Shri K V Sathyanarayana,
Advocate.

2nd Party : Shri T R K Prasad,
Advocate.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-12012/59/2001-IR (B-II) dated 10th July 2001 for adjudication on the following schedule :

SCHEDULE

“Whether the action of the management of M/s. Canara Bank is justified in imposing the punishment of dismissal from service on Shri Kashinath ? If not, what relief the workman is entitled to ?”

2. A charge sheet dated 18-10-1996 was given to the first party in the following terms :

“Whereas there are prima facie grounds for believing that you have committed gross misconduct, the particulars whereof are given below, this charge sheet has been drawn up against you and you are required to submit to me within fifteen days of receipt of this charge sheet a statement in writing setting forth your defence, if any, and showing cause as to why suitable action should not be taken against you.

Charge-1

“You have been working as a Clerk at our Hallikhed ‘B’ Branch since 2nd November 1992. Shri Mohd. Ismail has stated in his complaint submitted to the branch that the amount of Rs. 400 remitted by him to his loan account No. DIR/FT/9/94 on 31-5-1995 has not been credited to his account. On verification of the records it was found that you were the cashier on 31-5-1995 and the amount said to have been credited by the party does not find place in the shroff book. The counterfoil handed over to the party bears your signature.

Smt. Sharadabai has submitted a complaint alleging that the amount of Rs. 5000 remitted by her on 8-2-1996 towards her VSL/G/145/94 has not been

accounted for in the books of accounts of the bank. The counterfoil produced by the party having credited the amount to the above loan account bears your signature. Party has also confirmed in her complaint that you had remitted Rs. 5209 to her loan account on 11-5-1996, which is a day prior to the date of complaint.

Shri Abdul Nabi Sab who had borrowed a loan of Rs. 6500 from Hallikhed branch under loan account No. DIR/RT 17/92 has in his statement dated 19-3-1996 stated that the amount of Rs. 2500 remitted by him towards the above loan account on 23-5-1994 has not been found credited to his account. You have in your statement dated 19-3-1996 confirmed having received the amount from Shri Abdul Nabi Sab and also having affixed cash received stamp on the counterfoil made available to the party. You have also assured to repay the amount to the party's account.

Smt. Padmini in her complaint dated 29-5-1996 has stated that the amount of Rs. 172 remitted by her on 27-1-1996 to her loan account No. AI/IRDP (D) 10/96 does not find place in the books of account of the branch. The challan pertaining to the credit of the said amount was found in the table drawer of the cash cabin with remarks “too late cash”. However, no entry is found in the late cash register on 27-1-1996 and it was not accounted for by you on the said date. You were the cashier on 27-1-1996 and the credit challan bears your signature. In your statement dated 10-5-1996 you had assured to re-credit the amount.

Shri Abdul Sab holder of SB Account No. 1189 had produced a counterfoil dated 7-2-1996 for Rs. 2000, which bears your signature. On verification of the books of account of the branch, it was found that the said amount has not been accounted for by you for the SB Account No. 1189. After the said incident, party had withdrawn entire amount from his SB account leaving a party balance of Rs. 237.10.

By your above actions you have caused wilful damage to the property of the Bank/customers of the branch and thus committed gross misconduct within the meaning of Chapter XI Regulation 3 Clause (j) of Canara Bank Service Code.

Your action being prejudicial to the interest of the Bank, you have also committed Gross Misconduct within the meaning of Chapter XI Regulation 3 Clause (m) of Canara Bank Service Code.

Charge II

Shri V. S. Naikwad (24270), Clerk, who was entrusted with supervisory duties in the place of an

Accountant, has stated that he had found 3 blank withdrawal order forms pertaining to SB 824,660,3605 in the SB control register and the said withdrawal order forms were already signed by the account holders on the both sides. It was found that the account numbers on the said SB withdrawal order forms are in your handwriting.

In your statement dated 10-5-1996, you have stated in the event of any complaint from the parties you would take responsibility for the same.

From the above, it is clear that you have obtained the signatures of the parties on a blank withdrawal order forms with an ulterior motive.

By your above action you had attempted to cause damage to the property of the customers or the bank and thus committed gross misconduct within the meaning of Chapter XI Regulation 3 clause (j) of Canara Bank Service Code.

Your action being prejudicial to the interest of the bank, you have also committed gross misconduct within the meaning of Chapter XI Regulation 3 Clause (m) of Canara Bank Service Code."

Sd/- Deputy General Manager.

3. An amended chargesheet dated 25-2-1997 was issued him as under :—

"Whereas, departmental proceedings have been initiated against the subject employee by issuing the above referred charge sheet.

And whereas, in respect of charge 1 page 2 Para 4 of the chargesheet, the name of SB account 1189 Holder is mentioned as Abdul Sab instead of Ahamed Sab and in respect of Charge II Para 1, one of the SB account number has been mentioned as 660 instead of 7660.

Now, therefore, in respect of Charge 1 page 2 para 4 of the chargesheet the name of SB account holder 1189 shall be read as Ahamed Sab and in respect of Charge II para 1, the SB account 660 shall be read as 7660.

The charge sheet stands amended to the above extend. All other status of facts/allegations remain unaltered and enquiry shall be proceeded with further".

Sd/- Deputy General Manager.

4. As the reply given by the first party was not found satisfactory by the management, Domestic Enquiry was ordered against him and on the basis of the findings of the enquiry officer holding him guilty of the first charge, he was imposed with the punishment of dismissal and his appeal against the dismissal order came to be rejected. He

raised the dispute with the conciliation officer concerned which resulted into the present reference.

5. The first party workman in his claim statement, while, challenging the order of dismissal passed against him as unjust and illegal, challenged the enquiry findings as perverse and the enquiry proceeding as conducted in violation of the principles of natural justice (pleadings on Domestic Enquiry omitted, as separate finding has been given on this issue). At Paras 9 & 10 of the Claim Statement, the first party with regard to the findings of the enquiry officer contended that the Enquiry Officer has erred in accepting the statements of the management witnesses without considering the material on record and adopted double standards in bringing the statements of the management witnesses and discarding the defence evidence; that the enquiry findings submitted by the enquiry officer holding the first party guilty of charge No. 1 are perverse and the disciplinary authority without the application of mind to the evidence on record accepted the perverse findings and ultimately imposed the punishment of dismissal against the first party which punishment again is disproportionate to the gravity of the alleged charges resulting into great hardship to the first party and his family members.

6. The management by its counter statement however, maintained and asserted that the enquiry proceedings conducted against the first party were in accordance with the principles of natural justice; findings of the enquiry officer were based on sufficient and legal evidence supported by cogent and valid reasonings and that the action of the management in dismissing him from service was just and legal and punishment of dismissal is quite proportionate to the gravity of the misconduct committed by him.

7. Keeping in view the respective contentions of the parties with regard to the validity, fairness or otherwise of the enquiry proceedings, a question as to whether the enquiry conducted against the first party by the second party is fair was taken as a Preliminary Issue and parties were called upon to lead fresh evidence. The management on the point examined MW1, the Presenting Officer appointed during the course of enquiry and in his further examination chief got marked 18 documents as per Ex. M1 to M18 including the enquiry proceedings, the enquiry findings, order of dismissal and orders on appeal preferred by the first party. The first party on his behalf examined himself as WW1 without getting marked any document.

8. After hearing the learned counsels for the respective parties, this tribunal by order dated 19-10-2005 recorded a finding on the above said issue in favour of the management holding that the Domestic Enquiry conducted against the first party by the management was fair and proper. Thereupon, I have heard the counsels for the respective parties on merits of the case and posted it for award.

9. Learned counsel for the management Shri TRK Prasad argued that in the light of the finding recorded by this tribunal holding the Domestic Enquiry to be fair and proper, the only question to be considered would be whether the findings suffered from perversity and whether the punishment was disproportionate. He submitted that there were two charges of misconduct leveled against the first party. The first charge consisting of five independent instances (issues) and the Second Charge involved a single instance. He submitted that the enquiry officer has given his findings holding the first party workman guilty of the first charge and whereas, the findings on Second Charge is in favour of the first party. He submitted that sufficient and legal evidence have been brought on record during the course of enquiry with regard to the aforesaid five instances involved in the first charge in the oral and documentary evidence produced by the management most importantly, the counterfoils issued by the first party in issuing to the 5 different customers named in the charge sheet showing the payment of certain amount to the first party by the customers but not taking the said amount credited into the accounts of the bank. The fact that he issued those counterfoils in favour of the said customers was not disputed and cannot be disputed by the first party as he worked as a Cash Clerk during the aforesaid period and on the aforesaid relevant dates. He submitted that the five customers named in the charge sheet could not be examined on behalf of the management despite the serious and sincere efforts made by the management officers as well as the Presenting Officer himself and therefore, non-examination of those customers on whose complaints investigation was done and charge sheet was issued, cannot be a circumstance to say that charges against the first party has not been proved. He submitted that voluminous documentary evidence namely records maintained by the bank have been produced during the course of enquiry and competent witnesses namely MW1, 5 and 8 were examined to depose to the fact that the amount under the aforesaid counterfoils has not been taken into account in the bank records and since the issuance of the fact of counterfoils cannot be disputed by the first party, he being a Cash Clerk at the relevant point of time, there was nothing more to be proved by the management to substantiate the first charge leveled against the first party.

10. Whereas, learned counsel for the first party Shri K.V. Sathyanarayana vehemently argued that the management in order to prove the charges has mainly relied upon the officers of the bank who were very much interested in the matter and failed to examine the above said five customers named in the charge sheet to support their respective complaints and the fact that they have paid the amount into the hands of the first party. He submitted that enquiry officer since banked upon the oral testimony of management witnesses interested in the matter and the bank records discarding the defence evidence he favoured

the management by way of finding on the first charge against the first party without there being sufficient and legal evidence and therefore, his findings suffered from perversity. He also contended that there were two reports given by the Investigation Officer, MW5 at Ex. 20 & 21 and it is not explained as to what made him in giving two separate reports on two different dates. He further submitted that in the absence of any of the complainant named in the charge being examined, it cannot be taken that the complaints made by them were based on truth and that they obtained the counterfoils in question from the first party after having made the payment of money shown therein. On the point of quantum of punishment he submitted that punishment of dismissal was quite severe and excessive keeping in view the gravity of the misconduct alleged against the first party and not taking into consideration the services rendered by him for a period of more than 20 years as on the date charge sheet was issued to him, that too, in the face of his unblemished record of service throughout. Learned counsel in support of his argument cited the following six rulings :—

1. ILLJ 1964 Page 38
2. SIR 1984 SC 1805
3. (1984) 4 SCC 634
4. ILLJ 1986 Page 101
5. II ILLJ 1991 Page 29
6. 2006 AIR SCW 1969

11. In order to appreciate the respective contentions of the parties about the perversity or otherwise of the enquiry findings on Charge No. 1 (as noted above charge No. 2 is not proved as per the findings) it would be worthwhile to bring on record the very findings and the reasonings of the enquiry officer found on pages 8 to 11 as under :—

“General findings : MW2, MW4, MW6, MW7 have deposed contrary to their respective statements. Even MW4 was placed and considered as hostile witness. MW1, MW5, MW8 have deposed with regard to all the issues in the capacity of Branch Manager, Investigating Officer and AEO/Ag Senior Manager respectively.

The management documents were excepting the written statements were the Bank records maintained in the usual and ordinary course of business. The statement Ex. M22 is the statement of CSE.

Issue No. 1 : Shri Mohammed Ismail DIR/RT/9/94 :

The CSE was working in cash department on that day. Ex. Reference into Para 1.1 in page No. 4 have been brought on record. Ex. M2 not undergone the system of flow chart fully MW5 & MW8 have

deposed and Exts. M 1, 2, 3, 3A, 20, 21, 33 and 39 have been established by the P.O. The defence contention that, the complainant did not appear before the enquiry alone is not enable the remark and circumstances while CSE wrote Ex. M22 lacks credibility. The non-working of cash cabin locking systems was prevailing to all the other employees also and not only with CSE.

The Ex. M1 as stated above has been deposed by various MWs and MW1 by confirmed contents.

Reading Exts. M1 and 2, 3, 3A and the depositions I find the CSE guilty of this charge and issue as analyzed by me under Paras 1.1 to 1.5 to the extent of charges contained in the charge sheet.

Issue No. II : Smt. Sharada Bai-VSL/G/145/94.

MW1 confirmed the contents of Ex-Ms as stated para 2.1. MW1 as also confirmed Ex. M6 has been accounted in Ex. 5. The CSE was the cashier on that day MW1 has confirmed that Ex. 21 where the signature of the CSE. He has also confirmed and identified the signature of CSE the reply to other questions. Subsequently Ex. M7 for Rs. 5,209 bears the signature of CSE. The PO proved this issue as per Para 1.4 vide Para 1.5 I analyzed the apprehensions and presentations of the DR and circumstances under which Ex. M22 was written by CSE and DW1/s deposition with regard to the word "Kuch Nahi Hoga = Likkee Dev" does not obviate the CSE to give any statement without knowing the implications and consequences it is proved that the complainant has remitted the amount and the CSE did not account for the same. The DR contention that, filling up Ex. M7 can be construed as that of customer service while the signature for remitting bears the signature of CSE which is not termed as customer service.

Basing on my analysis in para 2.1. & 2.2. & 2.3 read with the Eks and depositions analysed therein, I find CSE guilty of this charge and issue.

Charge III : Abdul Nabi Sab-DIR/RT/17/92.

MW1 has confirmed Ex.ms stated in Para 3.1. Ex. m30 is CSEs own statement wherein assured to repay, the PO has proved that CSE was the cashier on 25-5-1994 & Ex.M9 or not undergone the system of chart. The DR submission that the party did turn up for enquiry and MW1 was not above to identify signature of CSE cannot be accepted for the reason that non-appearing by a witness cannot take away the veracity of Ex-corroborated by the oral deposition of the witnesses. His doubt of Rs. 2500 views huge amount remitted gives rise about genuineness of the transaction but Ex.M9, Ex.M10, read with Ex.30 proves otherwise.

In view of my analyses in para 3.1, 3.2, 3.3, I find the CSE guilty of this charge and issue.

Issue No. 4 : Smt. Padmini—AI IRDP 10/96.

MW1 has confirmed that the CSE was the cashier on 27-1-1996. MW1 has identified Ex-ms and amount remitted by the party has not been accounted for by the CSE. MW5 has deposed that he has not used coercion or compulsion or any undue influence in obtaining statement. The PO has produced various management Ex. Corroborators through the evidences led.

The defence stuck to the point that the complainant did not appear before the enquiry and the game plan was hatched to project CSE in poor light.

Basing on the ayalysis 4.1, 4.2, 4.3 read with Ex. M 22 I find the CSE guilty of the charge and issue.

Issue No. 5 : Shri Ahmed Sab = SB Account 1189.

MW1 has identified and confirmed the contents of various management exhibits the amount of Rs. 2000 stated Ex. M 15 has not repeated in Ex. M-15. MW8 has confirmed Ex.M-13 and explain the circumstances PO has relied and proved his case in various exhibits explained in Para 5.2.

The defence contends the date on Ex.M15 appears as 7-2-1995 and not 7-2-1996 as there is corresponding credit on 7-2-1995 as the customer was not dissatisfied.

Issue V :

He was also pleading MW8 was lying in the enquiry but I have not found any inconsistency in the deposition of MW 8 though date was not totally fully clear Ex. 15 bears the date of 7-2-1996 when CSE was the cashier.

Basing on my analysis in para 5.2, 5.3 along with the various exhibits and depositions I find the CSE guilty of charge and issue.

Issue No. VI: — Charge-II

3 blank withdrawal forms Ex-17, 18, 19 MW3 has deposed that he found Ex. M-15, 17, 18, 19 in the drawer of Cash cabin/SB control register and same were in the handwriting of CSE.

It is fact that three Ex. 17, 18, 19 was found my MW3. It is also a fact they bore the handwriting of CSE, MW2, MW4 and MW6 could not identify the handwriting in Ex.M 17, 18, 19.

During the period of CSE, withdrawal slips are available freely. MW8 after perusing Ex. M 17, 18, 19 deposed that the handwriting is alike. Neither PO nor DR have established the purpose, use, misuse,

of these three exhibits though they were found and recorded. There is nothing on record to prove that the account holders have got anything to say in this regard. The PO has gone to the extent of the documents as stated in the charge sheet.

After careful scrutiny of proceeding and written briefs and analysis in para 6.1, 6.2, 6.3, 6.4, 6.5, I observe that these documents did not result in any violation or loss to the Bank and also simply because the withdrawal slips with signature were obtained in blank does not go to prove the misuse committed on part of CSE.

In view of inconsistency with regard to depositions and earlier statements as explained in my analysis and also the documents Ex. M 17, 18, 19 were not subjected or utilized for its logical end use, that is in other words the amount have not been drawn in any one of the Ex. M 17, 18, 19. Ex. M 22 the statement of CSE-CSE has admitted that in the event of any complaint he would meet the loss.

Considering all the above facts in totality, I find the CSE not guilty of the charge and issue."

12. After having gone through the aforesaid reasonings given by the enquiry officer, the oral and documentary evidence produced during the course of enquiry, I do not find much substance in the arguments advanced for the first party as far as items 1 to 4 under the charge No. 1. While challenging the enquiry findings as noted above, in the claim statement at Paras 9 & 10 the only grievance made out was that the enquiry officer relied upon the statements of the management witnesses and discarded the defence evidence and thereby his findings suffered from perversity. But on going through the reasonings assigned by the enquiry officer it cannot be said that he was not justified in taking into consideration the oral testimony of MW1, 3, 5 & 8 who have deposed to the charges of misconduct committed by the first party. He rightly did not rely upon the oral testimony of MW2, 4, 6 and 7 on the ground that they suffered from conflicting versions. As noted above, on each and every item from 1 to 4, the learned enquiry officer has given his reasonings taking into account the statements of above said MW 1, 3, 5 and 8 corroborated by the documentary evidence produced in the enquiry. He also rightly observed that most of the documents produced by the management were the records maintained in the usual and ordinary course of business excepting the written statements of the witnesses brought on record. The main and very serious contention rather the arguments advanced for the first party was that the enquiry officer should not have acted upon the complaints of the customers given as the complainants themselves have not been produced and examined by the management. First of all it has come on record in the written brief of the Presenting Officer as well as in the findings of the enquiry officer that

the management had made very sincere and serious efforts in securing the presence of those customers to be examined during the course of enquiry but they failed to respond to the request of the management made orally by the Manager, MW8, as well as the Presenting Officer himself and to the notices issued to them by the management on two different dates of hearing. The non-examination of the above said customers who had given the complaints also cannot be said to be a circumstance fatal in view of the fact that the first party did not dispute the genuineness of the complaints as such or the contents of those complaints reciting to the effect that they have paid certain amounts into the hands of the first party and have obtained from him the counterfoils which find mentioned in the complaints itself. It is to be noted that the complaint at Ex. M1 filed by the above said customer Shri Mohammed Ismail has been supported by the counterfoil at Ex. M2 wherein it is made clear that the first party being a cashier on 31-5-1995 received a sum of Rs. 400 from the said customer but failed to credit the said amount in the Shroff Book and other relevant records of the bank. Similarly customer Smt. Sharada Bai gave her letter (complaint) dated 12-6-96 disclosing the fact that she paid a sum of Rs. 5000 into the hands of the first party on 8-2-1996 towards VSL/G/145/94 and that amount has not been accounted for in the books of the account of the bank. In proof of her complaint she produced the counterfoil marked at Ex. M6. The fact that above said amount was credited to the accounts of the said customer by the first party himself on 11-5-96 is not denied and challenged by the first party at any point of time. Customer Abdul Nabi by his complaint at Ex. M10 stated that amount of Rs. 2500 was remitted by him towards his loan account No. DIR/RT 17/92 on 25-5-1994 and that was not accounted for. This fact has been admitted by the first party himself in his statement given under his own handwriting at Ex. M30 on 19-3-1996. He did not challenge his statement on the ground that it was given under coercion, promise, threats etc. except to say that above said statement was obtained from him saying that he may give the writing and nothing will happen to him. If really there was no truth in the complaint of said Abdul Nabi with regard to the payment of the said amount which has been infact supported by the counterfoil at Ex. M9 it is just not believable that first party gave the statement on the above said assurance. Customer Smt. Padmini made the complaint vide Ex. M4 supported by challan as well as the counterfoil at Ex. M13 and 13(a) respectively. MW3 has given his statement on the point saying that he found Ex. M13, the challan when he went to the cash cabin after the cash work and saw the drawer and that challan was found in the said drawer under the handwriting of the first party. This fact is again not disputed by the first party on the other hand in this regard also he gave his written statement by way of confession, marked at Ex. M22. Therefore, all the aforesaid complaints, contents of which or the fact that they were given to the management bank by the respective complainants not being

disputed on behalf of the first party and they being supported by the very counterfoils evidencing the fact of payment of the money to the first party who was admittedly the cashier on the dates mentioned in the counterfoils, how he cannot be allowed to contend that non-examination of the complainants must be taken to be a circumstance fatal to the case of the prosecution. During the course of cross-examination statements of MW1, 3, 5 and 8 an attempt was made on the part of the first party to test the veracity of the statements of those witnesses with regard to the initials found on the aforesaid counterfoils and it was tried to be made out that they have not identified those initials as the initials of the first party. Such a contention cannot be given any credence for the simple reason that these are the counterfoils issued in favour of the above said customers bearing the dates and seal of the bank when admittedly the first party was the cashier. Moreover, it is nowhere his case or defence taken during the course of enquiry that he did not issue those counterfoils in favour of the aforesaid customers. Further, if the first party was so confident and innocent in the matter, it is not understandable as to what prevented him in not getting those customers before the enquiry officer to depose to the fact that they have not made the complaints and that they have not paid the money into the hands of the first party as shown in the counterfoils particularly, when he had chosen to examine witnesses on the point that he was very popular in customers for his customers service having good relations with all concerned. If the aforesaid customers were also happy to his customer's service rendered then they would have been the first persons to have come forward in his support if their complaints did not bear the truth or that they were made at the instance of MW1 or other management officers who were not keeping good relations with him as tried to be made out by the first party during the course of enquiry. Therefore, non-examination of the complainants namely the aforesaid four customers cannot be a circumstance alone to jump to the conclusion that findings of the enquiry officer suffered from perversity. Their Lordship of Supreme Court in a decision reported in AIR 2000 SC 3028 in a similar situation have laid down the principle the setting aside the finding of misconduct on grounds of non-examination of customer, non production of money and non production of confessional statement is not proper. The fact that payments made under the aforesaid counterfoils have not been accounted for in the accounts book of the bank has been substantiated by the voluminous documentary evidence rather the records produced by the management maintained during the usual and ordinary course of the business of the bank. Moreover, it is not the case of the first party that those payments under the counterfoils find mention in the books of accounts maintained by the bank. As far as Item No. 5 under the first charge is concerned, I do not find sufficient and legal evidence. It is said that one Shri Ahmed Sab SB account holder No. 1189 had paid a sum of Rs. 2000 to the

first party on 7-2-1996 as per the counterfoil at Ex.M15 and that amount has no corresponding credit entry in the account of the said party. It was well argued before the enquiry officer that as per the counterfoil at Ex.M15 the amount was paid on 7-2-1995 and the account books have got corresponding entry to the above effect and that said amount was not paid to him on 7-2-1996 as tried to make out by the management. There is force in this contention. The very perusal of the counterfoil at Ex.M15 would make it clear that the date it bears is 7-2-1995 and not 7-2-1996. Moreover, customer Ahmed Sab has not given his written complaint to the above effect. Therefore, this item under the charge is not proved. Therefore, in the light of the aforesaid discussion, reasonings and findings of the enquiry officer and the oral and documentary evidence brought on record, by no stretch of imagination it can be said that enquiry findings have suffered from perversity as far as Charge No. 1 minus Item No. 5 is concerned. The findings have been supported by sufficient, legal, oral and documentary evidence brought on record during the course of enquiry. Therefore, they do not suffer from any perversity to be interfered at the hands of this tribunal.

13. Now coming to the question of quantum of punishment, undisputedly the first party has been under the service of the management for a period of more than 20 years having unblemished record of service. Therefore, taking into consideration this aspect of the case and the fact that the amount involved in this case belonged to the customers and not to the bank, it appears to me that ends of justice will be met if the dismissal order passed against the first party is converted into an order of compulsory retirement so as to enable him to get his service benefits. Accordingly reference is answered and following award is passed.

AWARD

The impugned punishment order of dismissal passed against the first party is hereby replaced by the order of Compulsory Retirement w.e.f. original date of punishment order. No costs.

(Dictated to PA, transcribed by her, corrected and signed by me on 14th July, 2006).

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 24 जुलाई, 2006

का. आ. 3329.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ग्राम न्यायालय, बंगलोर के पंचाट (संदर्भ संख्या 4/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2006 को प्राप्त हुआ था।

[सं. एल-12012/140/2000-आई आर (बी-II)]

सी. गंगधरन, अवर सचिव

New Delhi, the 24th July, 2006

S.O. 3329.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 4/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the Industrial Dispute between the management of UCO Bank, and their workmen which was received by the Central Government on 21-07-2006.

[No. L-12012/140/2000-IR (B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 11th July 2006

PRESENT

SHRI A. R. SIDDQUI, Presiding Officer

C.R. No. 04/2001

I PARTY

Shri N. Janardhana Rao
Magar,
No. 1, Sudha Nilaya,
3rd Cross, 13th Main,
Mariyappana Palya,
Bangalore-560 023
(Advocate-Shri V.S. Naik)

II PARTY

The Asstt. General
Manager,
UCo Bank, Southern Zone,
No. 13/22, K.G. Road,
Bangalore-560 009
(Advocate-Shri B.C. Prabhakar)

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/140/2000/IR (B-II) dated 24th January 2001 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of UCO Bank is justified in dismissing the services of Shri N. Janardhana Rao Magar w.e.f. 13th January, 1999 ? If not, what relief he is entitled ?"

2. A charge sheet dated 21-8-1995 came to be issued against the first party and three others in the following terms :

"It has been alleged that you absented from attending duty at Divisional Office, Bangalor from 29-5-1995. At about 3.30 PM on that day you along with Shri N. Murahari, Shri Ugranarasimaiah, Shri Srinivasaiah and an outsider, reported to be office-bearer of Karnataka State INDEC, entered the chamber of Shri K. Sridhar, Divisional Manager, Bangalore and insisted on to discuss the matters

relating to transfers. The Divisional Manager informed that he had convened the meeting of the Managers of the Branches in Bangalore in connection with the visit of General Manager, Head Office, International Department, and the Zonal Manager, Madras and that he could not discuss about the transfer matters.

You however, insisted forcefully that the transfer order issued to Shri Srinivasaiah, the President of the State Unit of UBSTUC, be cancelled then and there and he be brought back to Bangalore City branch from Kengeri branch where he had been posted on rotational transfer effected as per head office Circular No. CHO/PAS/4/1993 dated 10-3-1993 by issuing suitable orders without awaiting any reply from zonal office or head office to whom the matter regarding his exemption had been referred. In the alternative, you insisted that all 166 rotational transfers effected in the year 1994 in pursuance of the aforesaid circular be reversed immediately and all staffs be brought back to the branches and offices where they were working previously. The Divisional Manager replied that rotational transfers were effected in pursuance of Head Office guidelines and in consultation with the respective unions, including yourself, and that it would not be possible to take decision either regarding retransfer of Shri Srinivasaiah or on cancellation of the transfers already effected. As a reaction to the reply given by the Divisional Manager, you along with the other colleagues intimidated him with abusive and objectionable languages stating that :

- (a) He was functioning as a mere post office and was not discharging his duties.
- (b) He was whiling away the time as Divisional Manager; and
- (c) He was partial in his approach and in discharge of his duties.

Divisional Manager requested you to await decision from higher-ups regarding the re-transfer of Shri Srinivasaiah and also requested you to allow him to proceed with the meeting of the Managers of the branches in Bangalore convened by him. You, instead, behaved in a rough and tough manner and physically prevented Divisional Manager from leaving his chamber. You shouted and pounded on the table of Divisional Manager in a violent and disorderly manner, questioning him in a raised voice as to whether UCO Bank was his father's property.

The aforesaid attitude and behaviour caused by you and four others created mental shock to Divisional Manager and he collapsed in the cabin itself. The Divisional Manager was immediately removed to the hospital for emergent treatment.

Thus you and your colleagues have planned and conspired to confine the Divisional Manager in his chamber, making unreasonable demand, so as to stall the holding of the meeting which had been convened by him. This is a planned act to stagger the official meeting scheduled for the day.

Your above acts constitute major irregularity and misconduct on your part as provided in Bipartite Settlement. The undersigned, who is appointed as Disciplinary Authority by the Chief Executive of the Bank vide order dated 17-7-1995 which is enclosed, hereby frames the following charges under clause 19.5 of the Bipartite Settlement as amended.

- (1) You have acted in a manner unbecoming of the staff of the bank;
- (2) You shouted, abused and intimidated Divisional Manager, Bangalore in his office, which is disorderly behaviour as per Clause 19.5(c) of Bipartite Settlement;
- (3) You have committed acts of insubordination and disobedience when you refused to hear and obey the lawful and reasonable order of Divisional Manager in asking you to disperse from his cabin, which is a misconduct under Clause 19.5(e);
- (4) You have planned to confine the Divisional Manager in his cabin on the pretext of discussion on unreasonable demand as so as to stall the meeting convened by him on that day. That being prejudicial to the interest of the bank, it is misconduct under Clause 19.5(j) of Bipartite Settlement.

You are hereby called upon to submit your reply to the aforesaid charges within 15 days hereof. In the event of failure on your part, it will be presumed that you have nothing to contend against the charge and the undersigned would be constrained to proceed ahead without any further reference to you."

3. Not being satisfied with the reply given by the first party and others to the charge sheet, a joint domestic enquiry was ordered against the first party and others and on the findings of the enquiry officer holding the first party and other guilty of the aforesaid charges, the disciplinary authority proposed the punishment of dismissal against the first party workman and whereas, the other three workmen were proposed to be punished by reducing their pay by two stages for a period of two years and after conducting the personal hearing aforesaid punishments were confirmed against the first party and others. The first party and others challenged the aforesaid punishment orders by filing an appeal and their appeals also came to be rejected. The first party alone raised the dispute before the

conciliation officer concerned and that resulted into the present reference.

4. The first party in his Claim Statement challenged the enquiry proceedings on the ground that they were held against the principles of natural justice, attacked the enquiry findings as perverse and also challenged the impugned punishment order and among other grounds contended that the punishment order passed against him dismissing him from service is discriminatory as the other delinquents were charged with the same charges levelled in the charge sheet and were all held guilty of the charges of misconduct as indicated in the charge sheet holding common enquiry proceedings, the first party alone was singled out by an order of punishment dismissing him from service whereas, the other delinquents were let off with minor punishments.

5. The management by its Counter Statement among other things contended that enquiry proceedings were held in accordance with the principles of natural justice; therefore, the findings of the enquiry officer were based on sufficient and legal evidence and that dismissal order passed against the first party was quite proportionate to the alleged misconduct committed by him and in the light of his past chequered record of service where under he was issued with several memos committing the misconducts of unauthorised absence, not wearing the uniform and not obeying the lawful orders of the management on several occasions and whereas, the other delinquents had a clean and unblemished records and therefore, taking into consideration the past record of the first party and others dismissal order passed against the first party was quite legal and justified.

6. Keeping in view the respective contentions of the parties with regard to the validity and fairness or otherwise of the enquiry proceedings, question as to whether the enquiry held against the first party was fair and proper was taken up in the first instance as a preliminary issue.

7. After the due trial of the said issue, learned counsels for the respective parties were heard and this tribunal by its order dated 4-8-2004 recorded a finding on the said issue holding that the Domestic Enquiry held against the first party is fair and proper. Thereupon on the point of past records of the first party, the management examined MW2 and got marked documents at Ex. M9 to M42 speaking to the past record of the first party. The first party also examined himself on the above said point and got marked a document at Ex. W3 and in his cross examination 3 more documents were marked on behalf of the management at Ex. M43 to 45 relating to the punishment orders in respect to other three delinquents.

8. I have heard the learned counsels for the respective parties on merits and posted the case this day for award. Learned counsel for the first party Shri V. S. Naik in his argument did not challenge the enquiry findings but

challenged the punishment order firstly on the ground that it was discriminatory in nature in punishing the workman by way of dismissal and whereas, letting off the other three delinquents with minor punishments despite the fact that the identical charges were levelled against all the four persons for one and same incident, common proceedings of enquiry were held and common finding was given by the enquiry officer holding all of them guilty of the same charges pertaining to the one and same incident. He submitted that the documents at Ex.M9 to M42 produced by the management with regard to the alleged bad past records of service of the first party workmen are not in respect of any serious or grave misconduct committed by the first party and that except on one occasion for rest of the memos issued to the first party there was no regular enquiry conducted nor any punishment was imposed upon the first party except giving certain warnings. He submitted that the contention of the management that the first party played a leading role in committing a misconduct is neither proved by any evidence during the course of enquiry nor there is any such finding given by the enquiry officer in his report on the enquiry to the above effect. Therefore, learned counsel submitted that punishment of dismissal against the first party amounts to a case of discrimination and victimization, he being the trade unionist and reinstating the other delinquents in service with minor punishments. He submitted that during the course of Lok Adalat proceedings, the management had come out with an offer of Compulsory Retirement in place of dismissal order to be given effect from the date of punishment order and whereas, the workman wanted rather had agreed for compulsory retirement in place of dismissal order w.e.f. the date of passing of the award and therefore, this fact may be taken note of by the court in passing the award. In support of his argument that on the ground of discrimination the order passed against the first party liable to be modified by lesser punishment. He cited the ruling reported in 2001 (1) LLJ 595 SC.

9. Whereas, the learned counsel for the management vehemently argued that the first party being a General Secretary of the Union has been in the habit of indulging in rude behaviour with the management and his colleagues and once again as a leader of the other three delinquents played a leading role in committing the misconduct against his superiors. Therefore, the management was justified in punishing him with punishment of dismissal keeping in view his bad track record of service vide Ex.M9 to M42 and the leading role played by him. Therefore, it is not a case of discrimination but a case decided on merits. He contended that punishment of dismissal was quite proportionate to the gravity of the misconduct committed by the first party and to support his arguments he relied upon the following four rulings :

1. 2005 LLR 478
2. 2005 LLR 360

3. 2005 LLR 1167

4. 2005 LLR 1137

To support his contention that it was not a case of discrimination he relied upon a ruling reported in 1947(2) LLJ879 SC.

10. In order to appreciate the respective contentions of the parties in the first instance, I would like to bring on record the details of the aforesaid alleged misconduct committed by the first party in the past. It was brought out in detail in the affidavit of the management witness examined on the said point. His averments in the affidavit at Para 2 to the above effect are as under :

"I state that the first party joined the services of the Second Party on 19-6-1973. He was in the habit of committing one or the other misconduct and he was issued with the Memos for the acts of misconduct committed by him. The details of the past record is furnished below :

- (1) Memo dated 24-12-1976 was issued to him for having taken the office Motorcycle without the permission and without the valid driving licence.
- (2) Recall Notice dated 4-5-1977 bringing to his notice about his absence from 25-4-1977 and was called upon to report to duty immediately with an explanation for unauthorized absence.
- (3) Application dated 16-5-1977 for leave.
- (4) Memo dated 12-7-1977 for the unauthorized absence of the first party from 7-7-1977 to 11-7-1977.
- (5) Explanation letter dated 'Nil' submitted by the first party.
- (6) Memo dated 9-11-1977 in regard to the unauthorized absence of the first party.
- (7) Memo dated 2-12-1977 for refusing to do the work of local delivery of letters.
- (8) Memo dated 13-12-1977 for not doing the work of local delivery of letters.
- (9) Memo dated 13-12-1977 for not wearing the Bank's uniform while on duty.
- (10) Memo dated 24-8-1978 for giving different reasons in the leave applications submitted by him.
- (11) Memo dated 1-9-1978 for the refusal to give local delivery of letters.
- (12) Memo dated 18-9-1978 for the unauthorized absence, not wearing the uniform and refusal to do local delivery work.

- (13) Memo dated 18-9-1978 for not wearing the Uniform.
- (14) Chargesheet dated 28-9-1978 for the refusal to attend to the local delivery of letters and for remaining absent.
- (15) Additional chargesheet dated 27-10-1978 issued to the first party for his unauthorized absence.
- (16) Memo dated 19-12-1978, issued to the first party for misrepresenting the fact.
- (17) Reply dated 29-12-1978 of Sri Magar.
- (18) Explanation letter dated 8-2-1979 in response to chargesheet dated 28-9-1978, 27-10-1978 and 19-12-1978.
- (19) Enquiry Notice dated 14-3-1979 to hold domestic enquiry.
- (20) Proceedings of the enquiry held on 2/6-7-1979.
- (21) Warning letter dated 28-7-1979.
- (22) Memo dated 11-10-1980 for his unauthorized absence and not wearing uniform while on duty.
- (23) Memo dated 18-8-1981 for not wearing the uniform.
- (24) Chargesheet dated 22-8-1981 for not wearing uniform.
- (25) Chargesheet dated 24-8-1981 for not wearing the uniform and was called up on to submit his explanation.
- (26) Police complaint dated 24-8-1981 in respect of the acts committed by Magar for preventing the staff from working and threatening them with dire consequences and for using abusive language.
- (27) Report of GDN Murthy dated 22-8-1981 regarding the rude behaviour of Shri Magar.
- (28) Memo dated 22-8-1981 for not wearing the Uniform.
- (29) Order dated 23-9-1981 appointing the Enquiry Officer to hold enquiry into the charges leveled against him as per Chargesheet dated 24-8-1981.
- (30) Notice of enquiry dated 24-9-1981.
- (31) Apology letter dated 12-12-1981 given by Shri Magar.
- (32) Letter dated 12-12-1981 issued by the Second Party closing the matter considering the Apology letter submitted by him.

- (33) Memo dated 25-9-1981 issued to Shri Magar for having not purchased any furniture against the loan availed by him.

11. Keeping in view the aforesaid past service record of the first party, I find very much substance in the arguments advanced for him to the effect that the alleged misconducts as per Ex. M9 to M42 except one or two are not serious and grave in nature. Most of the memos issued to the first party first of all have remained to be unperused without being followed by any Domestic Enquiry or the penalties being imposed upon him. At the same time many of those memos pertained to the trifle nature of the misconduct, namely, the first party refusing to do work of local delivery of the letters, not wearing the bank's uniform and remaining absent from duty unauthorisedly on certain occasions for short periods. MW2 in his cross-examination admitted that except the case in hand and on one earlier occasion no enquiry has been held against the first party and no memo has been issued to him on the report dated 4-6-1982 marked at Ex. M42. He also admitted that there was no allegation of misappropriation of the funds of the bank in any of the memos or charge sheets issued against the first party. A close scrutiny of the above said past record also makes it abundantly clear that the first party has not been indulged in committing a misconduct similar to one on hand. Therefore, taking into consideration the past records of the first party, the management in my opinion was not justified in singling out the first party for punishment of dismissal letting off the other delinquents with minor punishments. The contention for the management that the first party played a leading role in committing the misconduct on hand, again, is without any basis. Undisputedly, there is no such finding or observation made by the enquiry officer in holding the workman guilty of the charges. There is again no evidence produced by the management to suggest that the first party played a leading role in committing the misconduct on hand. MW2 who was examined on the point of past history of the first party was also conspicuously silent in his affidavit on this aspect of the case. It is in this view of the matter it was well argued for the first party that there was a case of discrimination against him in punishing him with the order of dismissal taking a very lenient view as against the other delinquents. It is not in dispute that all the four delinquents including the first party were charged with one and same charges of misconduct as indicated in the charge sheet. common proceedings of enquiry were held against them and the learned enquiry officer after having appreciated the evidence on record came to the conclusion that all the four delinquents are guilty of the charges of misconduct. Therefore, when this was the case, in my opinion the disciplinary authority was not legally justified in singling out the first party for punishment of dismissal based on the aforesaid alleged past records of his service or on the ground that he played a leading role. Their Lordship of

Supreme Court in a similar situation in the aforesaid decision cited on behalf of the first party held the view that such a treatment by the management was not acceptable. The above said decision which is very brief, for the purpose of ready reference is brought on record as under :

“These appeals are filed in a proceeding arising out of a reference to the Labour Court on the allegation that certain acts of the first respondent in an incident that took place on April 14, 1985, amounted to misconduct under Standing Order 24(XIV) of the Certified Standing Orders which reads as follows :

“Drunkenness, fighting or riotous or disorderly or indecent behaviour or any act subversive of discipline or efficiency”.

On an inquiry being held, the inquiry authority found that the allegation of misconduct is proved and the disciplinary authority on consideration of the report of the inquiry authority and the other relevant material dismissed the first respondent from service. Thereafter, a reference to the Labour Court at the instance of the first respondent was made. The Labour Court, though held on a preliminary question that the disciplinary inquiry conducted against the first respondent is valid, came to the conclusion after perusing the documentary and oral evidence on record that the dismissal was not justified and held that he was entitled to reinstatement with full back wages with continuity in service and other consequential benefits. A writ petition was filed in the High Court which was allowed but on the basis of certain offer made, the learned single judge also directed that the appellant shall pay, to the first respondent, salary from the date of discharge till the date of the order in a lump sum of Rs. 50,000. Thereupon, both the management and the workman filed two appeals. In the appeals several questions were raised as to whether the act attributed to the first respondent would amount to misconduct at all which will entail a disciplinary inquiry at the instance of the management to end up with his dismissal; strong reliance was placed on *Glaxo Laboratories V. The Presiding Officer, Labour Court, Meerut* and others AIR 1984 SC 505; 1984(1) SCC 1 : 1984—1-LLJ-16. Ultimately, however, the two learned judges agreed on the aspect of the matter that the question whether on misconduct, attributed to the workman there should have been casual connection between misconduct and employment of the workman may not be of much significance when such acts have taken place within premises of the factory should be decided in an appropriate case. What influenced the Court in deciding the matter is that :

“Since as many as three workmen on almost identical charges were found guilty of misconduct in

connection with the same incident, though in separate proceedings, one was punished with only one month's suspension, and the other was ultimately reinstated in view of the findings recorded by the Labour Court and affirmed by the High Court and the Supreme Court, it would be denial of justice to the appellant if he alone is singled out for punishment by way of dismissal from service”.

As the judgement is rested upon the position, whatever other views may have been expressed in the course of the judgment may be of no significance. In that view of the matter, we think there is no need to interfere with the order made by the High Court, that too in a proceeding arising under Article 136 of the Constitution. Hence, we decline to interfere with the order made by the High Court. The appeals are dismissed accordingly.”

12. Therefore, from the reading of the aforesaid decision, one must appreciate the arguments advanced for the first party that when the first party and others were involved on identical charges and were found guilty of the misconduct in connection with the same incident, first party alone could not have been dealt with severe punishment of dismissal when other delinquents who faced the same charges which he faced in the enquiry were punished with minor penalties and were taken back in service. The observations of their Lordship of Supreme Court in a decision referred to supra reported in 1947(2) LLJ 879 cited on behalf of the management are not applicable to the present case as facts involved in the said case were quite different from the facts involved in the instant case. In the aforesaid decision, it was not a case of the workman and others facing similar charges with respect of one and same incident. Moreover, their Lordship of Supreme Court in a very recent decision referred to supra have taken a clear view on the point that in the cases like one on hand, punishment to be imposed shall not be discriminated. Therefore, keeping in view the aforesaid facts and circumstances, I am of the opinion that punishment of dismissal passed against the first party is not proportionate to the gravity of the misconduct committed by him and also cannot be upheld in the light of the fact that the other three delinquents have been dealt with by the management leniently. Moreover, it is on record that for identical charges and similar set of facts and evidence, a criminal prosecution was lodged against the first party and three others and they having been convicted in the lower criminal court, have been acquitted by the court of Sessions Judge, Bangalore by judgment dated 1-3-2001 in Criminal Appeal No. 84/1998. Therefore, from this fact also punishment of dismissal appears to be shockingly disproportionate with the gravity of the misconduct committed by the first party. It is in this view of the matter punishment of dismissal passed against the first party in the interest of justice may be converted into the punishment of Compulsory

Retirement to be given effect from the date of passing of this award. However, not glossing over and over looking, altogether, the aforesaid past records of the first party, it appears to me that ends of justice will be met if he is denied back wages to the extent of 50 per cent from the date of original punishment order till the date of passing of this award with continuity of service and other consequential benefits. Hence the following award :

AWARD

The impugned punishment order of dismissal is hereby replaced by the order of Compulsory Retirement to be given effect from the date of passing of this award. The first party shall be paid 50 per cent of the back wages from the date of original punishment order till the date of passing of this award. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 11th July, 2006).

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 24 जुलाई, 2006

का. आ. 3330.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेन्ट्रल सिल्क बोर्ड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बेंगलूर के पंचाट (संदर्भ संख्या 119/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-7-2006 को प्राप्त हुआ था।

[सं. एल-42012/91/1999-आई आर (डी यू)]
सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 24th July, 2006

S.O. 3330.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 119/99) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Silk Board and their workman, which was received by the Central Government on 24-07-2006.

[No. L-42012/91/1999-IR (DU)]
SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 7th July, 2006

PRESENT:

Shri A. R. Siddiqui, Presiding Officer

C. R. No. 119/99

Shri S. Krishna,
S/o Late Siddegowda,
Srirampura Post,
Manandavadi Road,
Mysore-570008.

... I Party

The Chairman,
Central Silk Board,
Central Silk Board Complex,
IV Floor, BTM Layout,
Hosur Road, Madivala,
Bangalore-560068.

... II Party

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-42012/91/99/IR(DU) dated 13th October, 1999 for adjudication on the following schedule :

SCHEDULE

"Whether Shri S. Krishna, an ex-employee of Central Silk Board is legal and justified in demanding continued employment with Central Silk Board, after having joined as Chowkidar-cum-Sweeper on 20-3-1997 in Jawahar Navodaya Vidyalaya, Ministry of Human Resources Development and worked till 11-5-1997? If so, to what relief he is entitled?"

2. The case of the first party workman as made out in the claim statement, briefly stated, is that he joined the services of the management on 3-8-1985 and was appointed as a Time Scale worker in the year 1992 w.e.f. 3-8-95. He worked as such continuously for 2 years; that during the month of March 1997 he received a letter from Navodaya Vidyalaya offering him a post of Chowkidar-cum-Sweeper and with the permission of the Assistant Director of 2nd Party he joined the duties at Navodaya Vidyalaya School and worked there for one month and twenty days. Thereafter on account of his ill health he resigned the job and it was accepted w.e.f. 12-5-1997; that after being relieved of his duties he returned back to the management and was permitted to rejoin the duty and subsequently was refused on the ground that he remained unauthorisedly absent from duty and had joined the services of the said Institute without permission of the management; that on 21-5-1997 he reported for duty with the management and worked on the said date by signing the attendance register. From 22-5-1997 onwards the management refused to take him on duty and he was served with memorandum on the very same date seeking his explanation for his continuous absence from duty from 22-3-1997 onwards. The first party promptly gave the reply about his temporary employment with the said school and the fact that he resigned from the said duty w.e.f. 12-5-1997. The management thereafter did not allow him to resume duty and therefore, he was left with no alternative but to raise the dispute. The first party

therefore, contended that the action of the management in refusing him employment was bad in law amounting to retrenchment as defined under Section 2(oo) of the I. D. Act there being no compliance of Section 25F of the said Act and therefore, is liable to be set aside as illegal, unjustified and against the principles of natural justice.

3. The management by its Counter Statement, not disputing the fact that the first party joined its services on 3-8-1985 and that he was converted as a Time Scale Farm worker w.e.f. 1-9-1992, however, contended that the first party remained unauthorisedly absent continuously w.e.f. 20-3-1997 without applying for leave and without intimation to the management. Thereafter on 21-5-1997 he approached the management and without its permission signed the attendance register. However, he was not permitted to join duty and did not work on the said date and subsequent thereto; that thereafter the management made a detailed investigation about the first party and came to know that he was working as Chowkidar-cum-Sweeper at the above said School and after having contacted the Principal of the said School it was confirmed that he was working there during the above said absence period. During the said period he had also drawn Rs. 2880 towards pay and DA, Washing Allowance and Interim Relief. He resigned from the said job w.e.f. 12-5-1997 and thereafter approached the management for work and without permission he signed the muster-roll on 21-5-1997; that as a matter of fact before applying for any post in other organizations, the first party required to take permission of the management but in the instant case he did not obtain any permission nor intimated the management of his joining the services of other organization. He suppressed this fact purposely and committed mischief so as to rejoin the services of the management at any time he liked. Therefore, the first party is deemed to have resigned his job as a Farm Worker under the management. In the result there was no violation of principles of natural justice or any illegality committed by the management in refusing work to the first party much less violating the provisions of Section 25F read with Section 2(oo) of the I. D. Act.

4. During the course of trial, the management examined the then Assistant Director by name Mr. Mallikarjun as MW1 and got marked three documents at Ex. M1 to M3. His statement in examination chief is as follows:

"I know the facts of this case. First party was working in our establishment during March 1997. I was Asstt. Director. First party was a Temporary Worker. He was working as time scale farm worker. He remained absent from 22-3-1997 continuously. He did not attend our work. Ex. M1 is the attendance register. Ex. M1(a) is the extract of M1. Ex. M2 and M3 are office orders. We came to know that the first party was working as Chowkidar in Navodaya Vidyalaya

on 26-5-1997. First party did not inform us and took permission of us to join Navodaya Vidyalaya. No permission was given to me. I have signed only Ex. W7 identity certificate at the request of the first party."

5. On his part the first party examined himself as WW1 and got marked seven documents at Ex. W1 to W7. His statement in examination chief is as under:—

"I joined the second party on 3-8-1985 as casual worker, I worked for 13 years up to 19-3-1997. In the year 1992 I was converted as time scale farm worker. I have worked continuously for 240 days. In the year 1997 I was asked not to attend work in 1997 I received from Navodaya Vidyalaya informing that the post of Chowkidar-cum-Sweeper. I showed that to the Asstt. Director, Mallikarjun. He directed me to go that school for work. I worked for one month twenty days. I returned on 21-5-97 to report for duty and signed in the register in Second Party. I was given memo on 22-5-97 saying that I was absent. It is named as Ex. W1. My reply is Ex. W2. Wx. W3 is memorandum. Ex. W4 is officer order. Ex. W5 is letter. Ex. W6 is my representation. Charge sheet was not given. No enquiry is held against me. No compensation is paid to me. Order of removal is bad. On 19-3-1997 no notice was given to me. I am not working anywhere now."

6. I would like to refer to the statements of MW1 and WW1 in their cross-examination as and when found relevant and necessary.

7. Ex. M1 is the appointment order dated 11-3-1997 issued in favour of the first party by the above said Jawahar Navodaya Vidyalaya. Ex. M2 is the covering letter by Deputy Director of the said Institute sent to the Dy. Director of the management along with a letter dated 8-10-1997 wherein, it is stated that the request of the first party to rejoin the duty of the management has been refused by the competent authority. (Once again through mistake attendance register is marked as Ex. M1 and the Attendance extract of the register has been marked at Ex. M1(a) and (b). Ex. W1 is the copy of the memorandum issued by the Dy. Director to the first party on 21-5-1997 calling upon him to give his explanation for his continuous absence from duty since 22-3-1997 and as to whether he had joined any other organization and if so, he should furnish the details. Ex. W2 is the explanation dated 26-5-1997 given by the first party in response to the said memorandum. Ex. W3 is another memorandum issued by the Deputy Director on 18-9-97 that the applications of first party dated 26-5-1997 and 1-7-1997 seeking reemployment have been forwarded to the head office and the matter is under consideration and that action taken by the head office will be made known to him and he will be allowed to join the duty only after getting the favourable reply from the competent authority. Ex. W4 and W5 are the aforesaid two letters already marked

at Ex. M2 and M3. Ex. W6 is the application dated 18-10-97 by the first party to the Assistant Labour Commissioner (C), Bangalore and Ex. W7 is said to be the attestation form along with the candidate's statement and declaration and identity certificate.

8. Learned counsel for the management Shri NSN vehemently argued that the first party in this case is not entitled to the relief of reemployment or reinstatement for the simple reason that he ceased to be the employee of the management as soon as he joined the services of said Navodaya Institute as a permanent employee and worked there for a period of about one month and twenty days. He submitted that his contention that he rejoined the duty of the management on 21-5-1997 by signing the attendance register and subsequently he was refused work illegally is an afterthought and mischievous as he signed the attendance register on the said date without the permission of the management. His contention that he joined the services of the said Institute with the permission and under the intimation to MW1, the then Assistant Director is again an afterthought and a make believe story in order to justify his employment with the said institute and to get his re-employment with the management. He submitted that the first party remained undisputedly absent during the aforesaid period of one month and twenty days and during the said period work in the institute without any permission or intimation to the management and therefore, now he cannot claim his employment with the management.

9. Whereas, learned counsel for the first party argued that first of all the first party joined the services of the said institute with the permission and knowledge of MW1 as evident from Ex. W7 which was signed by MW1, a form seeking employment with the said institute. His next contention is that since he rejoined the services of the management on 21-5-1997 by signing the attendance register, he cannot be disallowed to continue with the services thereof. His next contention was that even otherwise the action of the management in refusing work to the first party suffered from violation of principles of natural justice and the legal infirmity there being no action taken by the management against the first party either for his unauthorized absence or for his act of misconduct in joining duties with the above said institute even assuming for a moment that it was without permission or knowledge of the management through MW1. There was also no action taken against him for signing the attendance register without the permission of the management and therefore, he submitted that the act on the part of the management in terminating the services of the first party without conducting any enquiry either for his unauthorised absence or for his unauthorized act of joining the services to the other department amounts to illegal retrenchment and illegal termination and therefore, is liable to be set aside. He contended that as per the aforesaid memorandums, the first party was on the rolls of the management as on

September 1997 and October 1997 (read Ex. W3 to W5) and therefore, he being a permanent employee of the management, his services should not have been terminated without the compliance of provision of Section 25F of the ID Act read with Section 2(oo) thereof.

10. First of all coming to the contention of the first party that he joined the services of the said Institute with the permission of the management (through MW1) cannot be accepted. MW1 in his cross-examination in no uncertain terms has denied the suggestion for the first party that he had given any permission to join duty in the said Institute. The first party had taken the support of Ex. W7 to say that MW1 has signed the said document at Ex. W7(a) and that goes to show that he had knowledge of first party joining the above said Institute and had given his implied consent for the said purpose. It was rightly argued for the management that MW1 has signed only the Identity Certificate at the request of the first party and that cannot be taken a proof to suggest that he had given any permission to the first party to join the Institute and thereafter at any time can come back to the management and rejoined the duty. The other contention of the first party that he had signed the attendance register on 21-5-97 and therefore, he must be presumed to have joined the duty as such he was on duty and under the employment of management from that day onwards also cannot be attached any importance as the management has come out with the case that the first party signed the attendance register kept in the hall of the officer without the permission of the management and was disallowed to resume duty. Even otherwise, merely because the first party signed the attendance register, it cannot be said that he was allowed to resume duty with the permission of the management. However, I find substance in the arguments advanced for the first party that he being a permanent employee under the management serving it for about a period of 13 years and was working as a Time Scale Farm Worker as on the date he was refused work by the management, his services could not have been dispensed with by the management without following certain settled legal procedure and the principles of natural justice. As per the very contention of the management, the first party has committed the misconduct in the first instance by remaining absent from duty unauthorisedly and in the second instance joined the duty in the said Institute as a permanent worker and worked there for about a period of 50 days without the permission and intimation of the management, which permission was necessary by the first party as an employee. Therefore, when it is the case of the management that the first party committed misconduct in the light of his above said unauthorized absence and the act of joining the above said Institute, it was incumbent on the part of the management to have conducted departmental enquiry against the first party before his services could be terminated.

11. As seen above, as per the memorandums issued by the management marked before this tribunal at Ex. W1 and W3 and the letters at Ex. W4 and 5, the first party was on the rolls of the management as on October 1997 as per Ex. W1 and in fact, he was issued with the memorandum seeking the explanation for his unauthorized absence and whether he had joined any organization during the said period. It is not understandable as to what prevented the management in not proceeding ahead in pursuance to the said memorandum, taking disciplinary action against the first party by holding a regular departmental enquiry. The management was supposed to conduct such an enquiry so as to ascertain and to find out as to whether the first party remained unauthorisedly absent from duty thereby committing the misconduct and whether he joined duties with other organization without the permission of the management and was committed misconduct under the Rules, Regulations and the Standing Orders of the management. Therefore, without conducting any such enquiry and giving an opportunity of hearing to the first party, it was not fair and proper on the part of the management to have terminated the services of the first party by refusing work to him on the ground that he had joined the services of the other organization without permission and that he remained unauthorisedly absent from duty for the period in question. In the result as argued for the first party, the action of the management in terminating his services tantamount to retrenchment and since undisputedly there was no compliance of Section 25F of the ID Act, it is a clear case of illegal termination liable to be set aside as unjustified, illegal and void ab initio.

12. In the light of the aforesaid finding it goes without saying that the first party is entitled to be reinstated in service however, keeping in view the facts and circumstances of the case, the first party, in my opinion deserves no back wages from the date of the termination till the date of his reinstatement. The period in between the date of termination and date of reinstatement shall not be counted for the purpose of continuity of service and other consequential benefits. Hence the following award :

AWARD

The management is directed to reinstate the first party in service with immediate effect without back wages from the date of termination till the date of reinstatement. The period elapsed between the date of termination and the date of reinstatement shall be discounted for the purpose of continuity of service and other consequential benefits. No costs.

(Dictated to PA, transcribed by her, corrected and signed by me on 7th July 2006).

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 24 जुलाई, 2006

का. आ. 3331.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ने, रिचर्डसन एण्ड क्रुड्डस लिमिटेड के प्रबंधन के संबंध में निम्नलिखित और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अथवा न्यायालय नं.-II, मुम्बई के पंचाट (संदर्भ संख्या सी जी आई टी-2/122 ऑफ 1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-7-2006 को प्राप्त हुआ था।

[सं. एल-42012/237/1998-आई आर (डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 24th July, 2006

S.O. 3331.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT-2/122 of 1999) of the Central Government Industrial Tribunal-cum-Labour Court, No. II, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Richardson and Cruddas Ltd. and their workmen, which was received by the Central Government on 24-07-2006.

[No. L-42012/237/1998-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 AT MUMBAI

PRESENT:

Shri A. R. Lad, Presiding Officer

Reference No. CGIT-2/122 of 1999

Employers in relation to the management of
M/s. Richardson & Cruddas Ltd.

AND

Their workmen.

APPEARANCES:

For the employer : Mr. S. Z. Chowdhary, Advocate,

Mr. R. G. Satam, Representative

For the workman : Mr. S. S. Malye, Representative

Dated : 17th March, 2006

AWARD

The Government of India, Ministry of Labour, New Delhi, by its order No. L-42012/237/98/IR(DU) dated 6-5-1999 in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

SCHEDULE

"Whether the action of the management of M/s. Richardson & Criddle (1972) Ltd., Byculla Iron Works, Byculla, Mumbai-400008 by terminating the service of Mr. Mohan D. Shingote, workman is legal and justified? If not, to what relief the workman is entitled?"

2. The workman Mohan D. Shingote was employed with First Party as a Driver from 27-12-1985 and his last drawn salary was Rs. 5000 p.m. According to Union who raised dispute for workman Mohan D. Shingote made out case that workman Mohan D. Shingote was terminated by First Party illegally and should be reinstated with benefits of full wages. The said dispute is resisted by the First Party by filing reply Ex. 9 contending that termination of workman Mohan D. Shingote was just proper and does not require any interference. On the basis of the pleading issues were framed at Ex. 11 and when matter was fixed for evidence, both parties in the Lok Adalat held on 17-3-2006 came to amicable settlement by filing purahis Ex. 47 and prayed to dispose of the Reference accordingly. Accordingly, Reference of Mohan D. Shingote is disposed of as per Ex. 47. Hence the order :

ORDER

Reference stands disposed of as settled in Lok Adalat vide purahis Ex. 47.

A. A. LAD, Presiding Officer

Ex. No. 47

Ref. CGIT-2/123 of 1999

Richardson and Criddle Limited

AND

Association of Engineering Workers

Mr. S. Z. Chowdhary, Advocate for Company

Mr. Shingote, Workman present in person

Mr. R. G. Satam, Officer, Personnel for Management

Mr. S. S. Mahye, Representative for Union/Workman

The Union Representative states that factory is closed and all workers have taken VRS.

Mr. S. Z. Chowdhary, after taking instructions is agreeable to pay Retrenchment Compensation till date of termination.

The Panel suggested payment of compensation on last drawn salary at time of termination but years of service till today be taken for calculation of legal dues.

After discussions, the company has agreed to pay to the workman :

- (a) Compensation as if retrenched at rate of 15 days wages for every completed year of service from date of employment till 31-3-2006 on the basis of wages last drawn on date of termination of service on 23-12-1995.
- (b) Company shall pay gratuity to workman in accordance with the payment of gratuity Act from date of appointment till 23-12-1995 on last drawn wages on 23-12-1995 and entitled to earned wages, bonus and encashment of leave wages, if any.
- (c) The workman shall not be entitled to reinstatement and/or back wages and all his claim in reference CGIT-2/122 of 1999 and in respect of employment.
- (d) The above payments will be made within 6 months from today. The Company shall assist the workman to claim P. F. amount from Regional Provident Fund Commissioner.

Both the parties agree that above Reference is settled amicably in terms mentioned hereinabove.

Settlement is therefore recorded.

Mumbai

Dated : 17-3-2006

Read and explained in Marathi

Sd/-

(S. Z. Chowdhary)
Advocate for
Company

Sd/-

(S. S. Mahye)
Secretary of AEW

Sd/-

(R. G. Satam)
Officer

Sd/-

(Mohan Devram Shingote)
Workman

Sd/-

(S. Aalva)

Sd/-

(M. S. Jambulkar) (Abhay Kulkarni)

Sd/-

Secn.

Award be drawn accordingly.

Sd/-

(A. A. LAD)
Presiding Officer
17-3-2006

नई दिल्ली, 24 जुलाई, 2006

का. अ. 3232. — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत इलेक्ट्रॉनिक्स लिमिटेड के प्रबंधकों के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में विहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/जन न्यायालय नं.-II, मुम्बई के पंचाट (संदर्भ संख्या सी जी

आई टी-2/13 ऑफ 2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-7-2006 को प्राप्त हुआ था।

[सं. एल-14011/4/2000-आई आर (बी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 24th July, 2006

S.O. 3332.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT-2/13 of 2001) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Electronics Limited and their workman, which was received by the Central Government on 24-07-2006.

[No. L-40011/4/2000-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II AT MUMBAI

PRESENT:

Shri A. A. Lad, Presiding Officer

Reference No. CGIT-2/13 of 2001

Employers in relation to the management of
Bharat Electronics Limited.

The General Manager,
Bharat Electronics Ltd.,
L-1, M. I. D. C. Area, Talaja.

AND

Their workmen.

J. B. Pagar and 139 Ors.,
C/o Bharat Electronics Ltd.,
Plot No. L-1, MIDC Industrial Area,
Talaja, Raigad-410208.

APPEARANCE:

For the employer : S/Shri George Kurian, K. S. Benson,
Ms. Gita Raut and Ms. Theresa
Benson, Advocates.

For the workman : Mr. B. G. Kulkarni, Advocate.

Date of reserving Award : 13th May, 2006

Date of passing of Award : 26th May, 2006

AWARD—PART I

The Under Secretary to the Government of India, Ministry of Labour, (Bharat Sarkar), New Delhi, sent this reference in exercise of powers conferred by Clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the

Industrial Disputes Act, 1947 to this Tribunal for adjudication and the Schedule of reference is as follows :

SCHEDULE

“Whether the action of the management of M/s. Bharat Electronics Ltd., Talaja in maintaining disparity and discrimination in granting wage group to Sh. J. B. Pagar and 169 others is legal and justified ? If not, to what relief the workmen concerned are entitled ?”

2. To substantiate the subject matter of the reference **Second Party Workmen** by Statement of Claim at Exhibit 10 submit that First Party is a Company established under the Company Law and having factory at L-1, M. I. D. C. Area, Talaja, District Raigad. The 1st Party is mainly engaged in manufacturing Defence requirements and fall under the Ministry of Defence. Workmen working there are the permanent employees whose names are given in Annexure A. However, they were put in the wage groups as shown in Annexure B. According to Workmen they noted that their wages are not fixed in wage group in considering with the wage group of employees of similar cadre. They felt that, they are not getting benefits as other employees are getting working in the same field and doing same type of work. All are qualified non-SSC plus I. T. I. certificate holders and employed in Wage Group III. However, some of same qualification have been directly given wage Group IV. The employees prior to the appointment of employees having qualification of S. S. C. plus I. T. I. certificate are dumped with lower wage group i.e. wage group III. According to them while placing them in the wage groups discrimination was made by 1st Party with intention to deprive the benefits of wages as given to the employees for doing similar type of work. S/Shri A. H. Patil, S. N. Kamble who possess S. S. C. plus I. T. I. Certificate are placed in Group IV directly. Whereas Girish Sathe of same qualifications is placed in wage Group II. Shri Kale, Shri Ponkshe, Shri Gawande, Shri Anasane and others are of same qualifications placed in group VIII whereas others are lowered down to wage Group VII. Whereas S/Shri Phadke, Joshi and Bhoir were appointed were placed in wage Group II and after that who were appointed were placed in wage Group I. They raised the dispute before Assistant Labour Commissioner, Labour Ministry, Central Government, Sion, Mumbai, who recommended the same to the Central Government, which was referred here for adjudication. So they prayed that the disparity in maintaining the wages of the employees involved in the reference be removed in case of J. B. Pagar and others and 169 involved in the reference.

3. This prayer is disputed by the 1st Party by filing written statement at Exhibit 11 stating that reference is not maintainable in the present form as disparity and discrimination allegedly claimed by the Workmen involved in the reference cannot be called as Industrial Dispute. In fact all employees are not aggrieved by the so called

disparity pointed out by the Workmen involved in the reference since there is no community of interest which is mandatory requirement for such an industrial dispute. It is submitted that the reference should be thrashed out. It is stated that J. B. Pagar and other 169 cannot represent the entire workmen working with the 1st Party. There is Union by name Kamgar Congress which is having 451 workers working with the 1st Party. Initially they were represented by another Union viz. Bharat Electronics Employees Association. Since the Kamgar Congress did not espouse the role case of Pagar and other 169 employees have joined together. However, they were unable to capture the entire workers working with the 1st Party. Besides, no specific case is made out by them. They cannot claim any relief as prayed. Said wages were given as per the settlement took place through the recognized Union. The alleged disparity claimed by the Workmen involved in the reference was considered by the State Industrial Tribunal at Thane in Reference (IT) No. 21 of 1992 and according settlement took place between the recognized Union and 1st Party and said Reference was withdrawn. The subject matter, involved in the reference, was adjudicated by the Thane Industrial Tribunal in the above referred Reference. Since relief was given to them, which they got by virtue of settlement which took place in the light of the Thane Industrial Dispute pending in the Court, it is submitted that, the reference in the present form is not maintainable as it hits by principles of res judicata. Since reference is not maintainable as well as hit by the principles of res judicata and since they have got relief, it is submitted that the reference deserves to be rejected.

4. Considering the dispute raised and stand taken by both, by filing affidavit at Exhibit 20, 1st Party request to decide Issues 1 to 6 as preliminary issues. However, while deciding Exhibit 20 my Predecessor observed that, only Issue Nos. 1 and 3 as preliminary Issues can be decided and kept the remaining issues open to decide later. As a result of said order passed on Exhibit 20, I am taking Issue Nos. 1 and 3, at this stage to decide as preliminary.

Issues which I answer as follows :

Issue	Findings
1. Whether the reference constituted an Industrial dispute as defined under Section 2K of the Industrial Disputes Act ?	Yes
3. Whether the reference is not maintainable as averred in paras 1 and 2 of the Written Statement.	No

REASONS:

Issue No. 1 :

5. 1st Party has contended that subject matter of the reference does not fall within the definition of Section 2(k) of the Industrial Disputes Act, 1947. Dispute raised by the

2nd Party regarding their wages and disparity made in the wages between employees involved in the reference and other employees working in the 1st Party's establishment. According to 1st Party said question cannot be challenged by the 2nd Party in the reference, as Section 2(k) of Industrial Disputes Act does not cover it. Whereas case made out by the 2nd Party Workman is that, dispute raised by it very well fall within Section 2(k) of the Industrial Disputes Act. Even Competent Authority considered it and referred it for adjudication. When it is referred and sent for consideration, 1st Party cannot raise dispute regarding the subject matter of the dispute contending that, question involved in the reference, cannot fall within Section 2(k) of Industrial Disputes Act.

6. Let us see what is definition of 'industrial dispute' given under Section 2(k) of Industrial Disputes Act. Definition of 'industrial dispute' given u/sec. 2(k) of the Industrial Disputes Act reads like this :

"Sec. 2(k) : 'industrial dispute' means any dispute or difference between employers and employers, or between employers and workmen, or between workmen and workmen, which is connected with the employment of non-employment or the terms of employment or with the conditions of labour, or any person."

As per it industrial dispute means, any dispute or difference between employers and employers or between employers and workmen So, this Section i.e. 2(k) of Industrial Disputes Act covers any dispute or difference between the employers and workmen. Here as per the 2nd Party, there is disparity in giving wages to the workers who are involved in the reference and who are not but who are in the establishment of Party I. So in my considered view, the subject matter of the Reference i.e. alleged disparity made in the wages by the 1st Party definitely fall under section 2(k) of the Industrial Disputes Act and it is well within the jurisdiction and ambit of Section 2(k) of the Industrial Disputes Act under which Competent Authority has sent for adjudication to this Tribunal. So I answer this issue in the affirmative.

Issue No. 3 :

7. Another point is raised by the 1st Party stating that, on number of counts the reference is not maintainable. It take ground that, there are no specific allegations and grievance are of vague nature which cannot be adjudicated by this Tribunal and, is not maintainable. Besides, it is stated that J. B. Pagar and other 169 workers cannot raise their individual grievances in the form of industrial dispute under the guise of it and compel the Competent Authority to refer the reference to this Tribunal as well as compel this Tribunal to decide it. Whereas case of the 2nd Party is that Section 2(k) of Industrial Disputes Act itself empowers the employee to raise such a dispute. If we read the definition of Section 2(k) of Industrial Disputes Act, at the cost of

repetition we find it covers dispute between employers and employers and it also covers dispute between employers and employees. In that respect the dispute raised by the Second Party J. B. Pagar and others is a dispute between the employers and employees. It is a matter of record that, some got wages and disparity is made against J. B. Pagar and others referred in the dispute while giving wages to them.

8. It is a matter of record that J. B. Pagar and others 169 have claimed that disparity is made by the 1st Party in giving wages to them as others of that category are getting wages of higher class. There was a reference of Union by Kamgar Congress who have over 451 workmen and Kamgar Congress is representing them. The case of the 1st Party is that, there is no provision in Industrial Tribunal to give right to one workman like workmen involved in the reference to raise such dispute. But as stated above, dispute can be raised by workmen against workmen. Here it is matter of record that Pagar and others 169 are saying that disparity is made by the First Party while giving wages to them as others are getting wages of Group VI whereas these workmen, involved in the reference, are getting wages of Group III. In fact 1st Party cannot make such distinction amongst the employees who are of the same cadre and of same scale. It is alleged that, there is no uniformity while giving wages to the workers working with the 1st Party as the workmen involved in the reference claim disparity. When dispute is raised by the employees, involved in the reference and when there is disparity in the wages which is not disputed it can be treated, as dispute u/sec 2(k) of the Industrial Disputes Act. So in my considered view, the objection raised by the 1st Party in paragraphs 1 and 2 of the written statement, does not come in the way of the 2nd Party to push their demand as referred in the reference for adjudication at the hands of this Tribunal. So I conclude that, reference is maintainable and I answer the Issue to that effect.

9. In view of the discussions made above, I conclude that, the subject matter of the reference squarely fall under definition of Section 2(k) of the Industrial Disputes Act and said reference is maintainable. Hence, I pass the following order :

ORDER

- Reference is maintainable;
- Dispute squarely fall under Section 2(k) of Industrial Disputes Act;
- Both the parties are directed to appear for adjudication on other issues on 25th July, 2006.

Mumbai,
26th May, 2006.

A. A. LAD, Presiding Officer

नई दिल्ली, 25 जुलाई, 2006

का. आ. 3333,—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नरोरा एटोमिक

पावर प्रोजेक्ट के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं.-I, नई दिल्ली के पंचाट (संदर्भ संख्या 187/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-7-2006 को प्राप्त हुआ था।

[सं. एल-42012/98/1999-आई आर (डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 25th July, 2006

S.O. 3333.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 187/99) of the Central Government Industrial Tribunal-cum-Labour Court, No. I, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Narora Atomic Power Project and their workman, which was received by the Central Government on 25-07-2006.

[No. L-42012/98/1999-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI S. S. BAL, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO. I,
NEW DELHI**

I. D. No. 187/99

In the matter of dispute between :

Shri S. K. Aggarwal,
S/o Shri Raghunath Prasad Aggarwal,
Aggarwal Mohalla,
Sasni District, Mahamaya Nagar,
Miraj-204216.

... Workman

Versus

Chief Administrative Officer,
Narora Atomic Power Project,
Deptt. of Atomic Energy,
Govt. of India, Narora,
Bulandshahr, U. P.-203001.

... Management

APPEARANCES:

None for the workman

Shri Sanjay Aggarwal A/R for Management

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-42012/98/99-IR (DU), dated 26-8-99 has referred the following industrial dispute to this Tribunal for adjudication :—

SCHEDULE

"Whether the action of the management of Narora Atomic Power Project, Deptt. of Atomic Energy, Govt.

of India, Narora in terminating the services of Shri S. K. Agarwal, U. D. C. is legal and justified? If not, to what relief he is entitled and from what date?"

2. Brief facts of this case as culled from pleadings are that the workman was employed as Upper Divisional Clerk in the Narora Atomic Power Project, Narora District Bulandshahar U. P. He received the chargesheet dated 3-6-1987 from Chief Administrative Officer, Narora Atomic Power Project of the management respondent containing two charges alongwith documents etc. He was not allowed to inspect relevant record or files but he sent reply to the chargesheet and requested the supply of certified copies of the 9 documents relied upon by the prosecution. Thereafter Shri M. M. Lal was appointed as Enquiry Officer and Shri V. Chellappa, A. P. O. N. A. P. P., Narora was appointed as Presenting Officer vide letter dated 2-12-87. Shri M. M. Lal, Inquiry Officer informed the applicant vide his letter dated 1-7-1988 that he shall hold preliminary hearing of the case on 22-1-1988 at 10 A. M. in room No. 10, First Floor Main Administrative Building and directed the applicant to attend the same but he informed the enquiry officer that it would not be possible for him to attend the enquiry on account of lack of money or due to tight financial position. He was informed by the Enquiry Officer that he shall commence the oral enquiry on 10-8-88 and on the basis of preliminary enquiry report dated 13-10-88 Director Department of the 4 Atomic Energy Power Project Bombay in his capacity as Disciplinary Authority who was disciplinary authority removed from service forthwith vide his order dated 6-6-89 while holding him guilty of only charge No. 1. He also informed the applicant that an appeal against this order may be preferred to the Additional Secretary G. O. I. within 45 days from the date of receipt of this order by him, if he so desires and the said order was communicated to the applicant on 24-6-89 vide letter dated 22-6-89 of Chief Administrative Officer, Narora. The appellate Authority dismissed the said appeal confirming the penalty of removal of service vide order dated 11-5-90. He has not been paid salary from June, 86 to 24-6-89 though he remained in the employment of the opposite party and he was not placed under suspension during this period. He challenged the impugned order of removal on the various grounds such as that the enquiry officer was not competent, Enquiry officer and disciplinary authority were not having jurisdiction. It was Director of the Department who was competent and that he was not supplied copies of all 9 documents relied upon by the management. No proper and reasonable opportunity was given to him to file his written statement of defence and that enquiry officer did not adopt proper procedure as the presenting officer did not present the evidence to prove the charges in ex parte evidence; that ex parte enquiry cannot substitute the regular enquiry; the workman was not in a position to defend himself as he was not paid salary since June 86, the order of removal was served upon him on 24-6-89. The charges against him were levelled arbitrarily

in a mechanical manner with close mind because the appellate order dated 11-5-1990 arriving at conclusion of upholding dismissal order even without hearing the applicant and without recording any finding on the points raised in the memo of appeal dated 24-7-89 and as such it is no order in the eye of law as the workman was not given proper opportunity to defend himself. The proposed penalty is harsh and disproportionate to the alleged misconduct, that the reference is also not made by appropriate authority. In view of the above grounds the impugned order of removal from service dated 6-6-81 is sought to be quashed with reliefs of reinstatement in service with all consequential benefits and full back wages and continuity of service and payment of his salary from June, 86 to 24-6-89 and he also claims that he be paid salary alongwith costs.

3. This reference has been contested by the management by filing written statement raising preliminary objections that workman has no right to agitate any grievance against the findings of the enquiry officer as he failed to defend himself during the enquiry which was proceeded ex parte. That the workman was served with a memorandum of charge under rule 14 of the CCS(CCA) Rules, 1965, vide memorandum No. NAPP/Adm/5(24)/DC-6/87-S/4427 dated 3-6-87 alleging unauthorized absence from 7-8-86 to 22-12-86, 27-12-86 to 7-1-87 and 12-1-87 onwards and habitual absence in the past at frequent intervals without permission of the competent authority and misbehaviour with a colleague, Shri K. C. Sharma, A. A. O. on 9-4-87. An enquiry was ordered against him in respect of the above charges. He did not appear in the enquiry and enquiry proceeding was conducted ex parte as per rule 14 of CCS(CCA) Rules, 1965. Workman then preferred an appeal against the order which was dismissed and the enquiry proceedings are legal and order of dismissal of workman is proper and legal. He was afforded reasonable opportunity to defend. There is no violation of principle of natural justice. In view of the above facts the claim is sought to be dismissed.

4. Written statement was followed by replication wherein the controverted facts in the written statement were refuted and contents of the claim statement were reiterated to be correct and the case was posted for evidence of the management by way of affidavit on 2-8-2004 but the workman did not himself appeared and adduced evidence despite many opportunities being afforded thereafter on 2-8-2004, 13-10-2004, 20-12-04, 24-2-05, 25-4-05, 15-6-05, 18-8-05, 24-10-05, 19-12-05, 16-2-06, 17-5-06 and today 17-7-06. It appears that the workman is not interested in the prosecution of this case giving rise to the presumption that he does not dispute the action of the management. Hence No Dispute Award is accordingly passed holding that the action of the management in terminating the services of the workman Shri S. K. Agarwal, U. D. C. is legal and justified. File be consigned to record room.

Further it is ordered that the requisite number of copies of this award may be forwarded to the Central Govt. for necessary action at their end.

Dated : 17-7-06

S. S. BAL, Presiding Officer

नई दिल्ली, 25 जुलाई, 2006

का. आ. 3334.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन एअर लाइंस के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नई दिल्ली-1, के पंचाट (संदर्भ संख्या 108/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-7-2006 को प्राप्त हुआ था।

[सं. एल-11012/82/2000-आई आर (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 25th July, 2006

S.O. 3334.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 108/2000) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi-I, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Airlines and their workman, which was received by the Central Government on 25-07-2006.

[No. L-11012/82/2000-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE SHRI SANT SINGH BAL, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL, NEW DELHI

I. D. No. 108/2000

In the matter of dispute between :

Shri Raja Ahmad Khan and 13 others
Through The President/The Secretary,
Indian Airlines Kamgar Sangathan,
3593, Gali Hakim Ali Bu Ali,
Darya Ganj, New Delhi-110001. Workman

Versus

The General Manager (Personal),
I. G. I., Airport Terminal-I,
New Delhi. Management

APPEARANCES:

None for the workman.

Ms. Poonam Dass A/R for management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-11012/82/2000-UIR (C-I), dated

27-9-2000 has referred the following industrial dispute to this Tribunal for adjudication :—

SCHEDULE

“Whether the action of the management of Indian Airlines, New Delhi in not regularizing Shri Raja Ahmad Khan and 13 others mentioned in the Annexure A attached with the reference and termination of their services by verbal order w.e.f. 26-10-99 are legal and justified? If not to what relief the workmen are entitled to?”

2. On receipt of reference notices were issued to the parties. In response to the notice claim statement was filed by the workmen claiming that they are working with the respondent for more than 240 days and are claiming regularization.

3. The claim was contested by management by filing written statement.

4. After completion of the pleadings the case was posted for evidence of the workmen but none for the workmen appeared and adduced evidence despite as many as 25 hearings and the management, however, adduced evidence by filing affidavit of Shri Vijay Kumar, Senior Manager (Personnel) for the management in support of its case. It appears that the workmen are not interested to contest the reference. Even otherwise claim of regularization is not maintainable in view of the recent judgement of the Supreme Court captioned as Secretary Vs. Uma Devi are pertinent and applicable to the present case.

“..... Would certainly therefore, consistent with the scheme for public employment, this Court while laying down the law, has necessarily to hold that unless the appointment is in terms of the relevant rules and after a proper competition among qualified persons, the same would not confer any right on the appointee, if it is a contractual appointment, the appointment comes to an end at the end of the contract. If it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued. Similarly, a temporary employee could not claim to be made permanent on the expiry of his term of appointment.”

5. In view of the above discussions the claim for regularization of 13 workmen is not tenable and the claim for reinstatement also remains unsubstantiated in the absence of any evidence by the workmen in support of their claim. As such the workmen are not entitled to the relief of regularization despite the fact that they have worked for more than 240 days. It appears that the workman are not interested in contesting the claim and as such a No Dispute Award is accordingly passed and file be consigned to record room.

Dated : 7-6-06.

S. S. BAL, Presiding Officer

नई दिल्ली, 25 जुलाई, 2006

का. आ. 3335.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ एन जी सी लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 61/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-7-2006 को प्राप्त हुआ था।

[सं. एल-30012/102/1996-आई आर (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 25th July, 2006

S.O. 3335.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 61/2004) of the Central Government Industrial Tribunal/Labour Court, Hyderabad, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ONGC Ltd. and their workman, which was received by the Central Government on 25-07-2006.

[No. L-30012/102/1996-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT:

Shri T. Ramachandra Reddy, Presiding Officer

Dated the 26th day of June, 2006

INDUSTRIAL DISPUTE No. 61/2004

[Old ITID(C) No. 18/97 transferred from Industrial Tribunal-cum-Labour Court, Visakhapatnam]

BETWEEN:

V. Vara Prakash and 35 others,
C/o Sri K. Bala Krishna, Advocate,
D. No. 45-50-20, Sevenhills,
Abidnagar, Akkayyapalem,
Visakhapatnam

... Petitioners

AND

The Assistant Executive Director,
ONGC Ltd.,
Krishna Godavari Project,
Rajahmundry

... Respondent

APPEARANCES:

For the Petitioner : Sri K. Bala Krishna,
Advocate.

For the Respondent : M/s. M. N. Aditya and
D. Jagannadha Murty,
Advocates.

AWARD

This is a dispute referred u/s 10(1)(d) of Industrial Disputes Act, 1947 by the Government of India, Ministry of Labour and Employment, New Delhi vide its order No. L-30012/102/96-IR(C-I) dated 27-8-1997 to the Industrial Tribunal-cum-Labour Court, Visakhapatnam raised by Mr. V. Vara Prakash and 35 others against the Respondent, Oil and Natural Gas Corporation Limited, Krishna Godavari Project, Rajahmundry represented by its Assistant Executive Director and the Hon'ble Tribunal passed ex parte Nil Award on 6-7-1998.

2. Aggrieved by the Award the Petitioners filed W. P. No. 23149/2002 on the file of Hon'ble High Court of A. P. and it was issued on 20-11-2002 directing the Petitioner to file an application to set aside the ex parte award of the Industrial Tribunal and further directed to file the same within 4 weeks from receipt of the order. Accordingly, the Petitioners filed the Interim Application No. I. A. 296/2000 to set aside the ex parte award dated 6-7-98 published on 26-2-2000 by condoning the delay of 990 days in Industrial Tribunal-cum-Labour Court, Visakhapatnam. The same was transferred to this Court on a point of jurisdiction and numbered as I.D. 61/2004 and I. A. 19/2006.

3. Orders in I. A. 19/2006 are pronounced on 26-6-2006 dismissing the petition as this tribunal has no jurisdiction to entertain the petition after 30 days from the date of publication of the award.

4. Since, I. A. 19/2006 is dismissed, this case is closed.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected by me on this the 26th day of June, 2006.

T. RAMACHANDRA REDDY, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner Witnesses examined for the Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 27 जुलाई, 2006

का. आ. 3336.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केन्द्रीय विद्यालय के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय, पुणे के पंचाट (संदर्भ संख्या 295/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-7-2006 को प्राप्त हुआ था।

[सं. एल-42012/35/1997-आई आर (डी यू)]

सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 27th July, 2006

S.O. 3336.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 295/1998) of the Labour Court, Pune, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Kendriya Vidyalaya, Pune and their workman, which was received by the Central Government on 27-07-2006.

[No. L-42012/35/1997-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI G. S. WANKHEDE, PRESIDING OFFICER, THIRD, LABOUR COURT AT PUNE

Reference (IDA) No. 295/1998

Government of India/Bharat Sarkar,
Ministry of Labour/Shram Mantralaya,
New Delhi ... 1st Party

AND

Shri L. N. Mhaske,
Boys Sports Hostel,
Kendriya Vidyalaya,
BEG, Pune-6 ... IInd Party

APPEARANCES:

Smt. Londhe, Adv. for the 1st Party.

Shri Gopale, Adv. for the IInd Party.

AWARD

(Dated : 7-7-2006)

1. This reference is made by Government of India/Bharat Sarkar, Ministry of Labour/Shram Mantralaya, New Delhi, u/s. 10(1) and 12(5) read with Sec. 2-A of the Industrial Disputes Act for adjudication of the dispute between the above referred parties over the following demands :

"That the IInd Party be reinstated with continuity of Service and full back wages for the intervening idle period."

2. The IInd Party is absent. His Advocate filed application Exh. 39, which is rejected. Record indicates that the IInd party deposed on oath on 17-6-05 since then till today he is remain absent and avoid the cross-examination. However his 4 adjournment application were granted by the Court and last application Exh. 38 was finally granted. Even then the IInd party did not turn up which indicates that he is not interested to proceed with the reference. In view of avoiding cross-examination since last one year, his examination-in-chief could not consider and accordingly discarded. In this way there is no evidence from the IInd party and therefore, reference stands answer in negative for default and for want of prosecution. No costs.

Place : Pune

Dated : 7-7-2006 G. S. WANKHEDE, Presiding Officer

नई दिल्ली, 27 जुलाई, 2006

का. आ. 3337.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यू. पी. राज्य खनिज विकास निगम के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट (संदर्भ संख्या 92/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-7-2006 को प्राप्त हुआ था।

[सं. एल-29012/21/1997-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 27th July, 2006

S.O. 3337.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 92/97) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi as shown in the annexure in the Industrial Dispute between the employers in relation to the management of U. P. State Mineral Development Corporation and their workman, which was received by the Central Government on 26-7-2006.

[No. L-29012/21/1997-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE SHRI SANT SINGH BAL, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, NEW DELHI

I. D. No. 92/97

In the matter of dispute between :

Shri H. A. Khan, Son of Shri Anwar Ahmed Khan,
R/o H-61, Nehru Colony, Member,
Pradesh Karya Samiti,
U. P. State Mineral Development Corporation
Karamchari Singh,
32, Chakrata Road,
Dehradun ... Workman

Versus

Mahaprabandhak,
U. P. Rajya Khanij Vikas Nigam Limited,
Pragati Kendra Commercial Complex,
Second Floor, Kapoorthala,
Aliganj, Lucknow (U. P.) ... Management

APPEARANCES:

Shri H. A. Khan in person.

None for the management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-29012/21/97-I. R. (Vividh) dated 19-6-97 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of U. P. Rajya Khanij Vikas Nigam Limited, Lucknow in not promoting Shri H. A. Khan, Welder "B" Grade to the post of Chargehand is legal and justified ? If not to what relief the workman is entitled to and from what date ?"

2. Brief facts of this case as culled from record are that the claimant workman Shri H. A. Khan was working as "B" Grade Welder was recruited in 'A' grade Welder on 15-11-97 by Mining Corporation of Dehradun in the State of U. P. He has been working and was engaged as Welder 'B' grade w.e.f. 1-6-82 as per rules of the said Corporation of Mining Development Corporation U. P. A 'B' Grade Welder is entitled to be promoted as per rules of promulgated/framed by Mining Development Corporation U. P. A 'B' Grade Welder having experience of 5 years can be promoted to the post of chargehand while a 'B' grade Welder with having experience of 5 years and 3 years can be promoted to the post of chargehand as per rules framed by the U. P. Corporation. It is further stated that Mr. H. A. Khan alongwith other workers was interviewed by the officers of the Corporation for promotion on 2/3-5-83 and 7-5-83 and he was found fit for promotion after interview one Mr. G. S. Bhandari one of the workers who were working as Loader Operator has been promoted to the post of chargehand man and a oral assurance was given to the workman H. A. Khan that he would be promoted very soon. Shri G. S. Bhandari has been promoted to the post of Loader Operator and the post of Chargehand is lying vacant since then. The workman has been requesting the officers of the Corporation to be promoted to the said post and has given a representation dated 26-4-84 but the same was not recruited. He has not been promoted to the post of chargehand though he has been working there continuously on the said post. He has been working on the post of chargehand but has been paid wages/salary of 'B' grade which is improper and illegal. In view of the above facts the claims that he be promoted to the chargehand w.e.f. 1984 with full back wages and charges payable to the chargehand as he is entitled to the same. Workman is entitled to be promoted to the chargehand and to receive the salary/wages payable to the chargehand and as such requested to be promoted to the post of chargehand and be given the salary payable to the chargehand Workman has enclosed alongwith his claim statement appointment letter, letter of interview for the post of 'Chargehand' Application for the post of Chargehand application dated 26-6-84 for the post of chargehand, application dated 13-10-87 for the post of chargehand, application for promotion dated 6-2-90, Mining Mate's certificate of competency under the Mines Act, 1952 dated

19-9-84, letter dated 1-7-83 from Anil Kumar Sharma, Asstt. Mining Engineer to the workman as Welder 'B' to report for duty at Lambidhar Mining Project Lambidhar, Mussoorie, with immediate effect. Certificate dated 18-5-84 issued by Anil Kumar Sharma, Certificate dated 20-7-85 issued by Engineer-in-Charge, SMHP, Certificate dated 2-6-86 issued by Shri U. S. Pandey, Project Manager. Norms of General Candidates, U. P. State Mineral Development Corporation, Letter dated 6-5-81 and 15-9-81, 24-4-81, internal; Memo dated 24-3-80 and 26-3-81, receipts dated 9-8-81, 10-8-81, 15-6-81, 10-4-82, letter dated 1-11-82 and so many other documents which are on record.

3. The respondent management did not appear despite notice and was ultimately proceeded ex parte vide order of my learned predecessor Shri K. S. Srivastava on 28-3-2000.

4. Workman filed his affidavit in his evidence and he adduced his evidence by filing his affidavit on 12-9-2000 in support of his claim in his evidence and his statement was recorded in which he has proved his affidavit as Ex. WW1/A.

5. Workman also filed his written submissions.

6. I have given by thoughtful consideration to the oral submissions as well as written submissions made by the workman, and perused the record and documents submitted by him.

7. From the averments made in the affidavit as well as documents placed on record it is proved that the workman was appointed/engaged as Welder 'A' grade on 15-11-77 vide order and promoted to 'B' grade on 1-6-82 and he has been working on the post of Chargehand w.e.f. 1984. From the affidavit it is also proved that he has been working on the post of chargehand since 1984 but he has not been paid wages for the work done by him on the post of chargehand as such the workman is entitled to be posted to the post of chargehand. It is also proved from the documents on record and from his averment made by the workman in his affidavit it that the workman is having requisite experience and is qualified being matriculate. In view of the facts placed on record and averments made in affidavit by workman, I do not see there is any legal impediment in promoting the workman to the post of chargehand on which he has been working since 1984. Hence it is ordered that the workman be posted as Welder and be paid wages payable to him w.e.f. 1984.

Dated : 17-7-2006.

S. S. BAL, Presiding Officer

नई दिल्ली, 27 जुलाई, 2006

का. आ. 3338.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एच०पी०सी०एल० के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण हैदराबाद के पंचाट (संदर्भ संख्या 60/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-7-2006 को प्राप्त हुआ था।

[सं. एल-30011/7/2004-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 27th July, 2006

S.O. 3338.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 60/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of H.P.C.L. and their workman, which was received by the Central Government on 26-07-2006.

[No. L-30011/7/2004-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT

Shri T. Ramachandra Reddy, Presiding Officer

INDUSTRIAL DISPUTE No. 60/2004

BETWEEN

The General Secretary,
HPCL Employees Union (Visakha Refinery)
Dro.663-3-68/2 ... Petitioner

AND

The General Manager,
M/s. Hindustan Petroleum Corporation Ltd.,
Visakha Refinery, Post Bag No. 15,
Malkapuram,
Visakhapatnam. ... Respondent

APPEARANCES:

For the Petitioner : Sri K. Balakrishna, Advocate

For the Respondent : Sri Y. V. Sanyasi Row, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-30011/7/2004-IR(M) dated 28-5-2004 referred the following dispute under Section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the

management of M/s. Hindustan Petroleum Corporation Ltd., and their workman. The reference is,

SCHEDULE

"Whether the action of the management of M/s. Hindustan Petroleum Corporation Ltd., Visakha Refinery in reducing the manpower from 4 (four) technicians to 3 (three) Technicians in the Crude Distillation Unit I (CDU-I) of the Operations Department is legal and/or justified? If not, to what relief the HPCL Employees Union is justified?"

The reference is numbered in this Tribunal as I.D. No. 60/2004 and notices were issued to the parties.

2. Petitioner's counsel present and represented that the workmen Union is not giving instructions and not coming to him and showed his helplessness in filing of claim statement. Respondent's Counsel present. The Petitioner Union is given time for filing claim statement since 2004. In spite of giving sufficient time the Petitioner union did not choose to file claim statement. In view of the circumstances, a 'Nil' Award is passed. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected by me on this the 30th day of June, 2006.

T. RAMACHANDRA REDDY, Presiding Officer.

Appendix of evidence

Witnesses examined for
the Petitioner

NIL

Witnesses examined for
the Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 27 जुलाई, 2006

का. आ. 3339.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट अथॉरिटी आफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-II, नई दिल्ली के पंचाट (संदर्भ संख्या 114/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-7-2006 को प्राप्त हुआ था।

[सं. एल-11012/9/2003-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 27th July, 2006

S.O. 3339.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the Award (Ref. No. 114/2003) of the Central Government Industrial Tribunal-cum-Labour Court-II, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Airport Authority of India and their workman, which was received by the Central Government on 26-07-2006.

[No. L-11012/9/2003-IR (M)]
B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT, NEW DELHI

I.D. No. 114/2003

R. N. Rai, Presiding Officer

IN THE MATTER OF:

Shri Kailash Chander Sharma,
C/o. Shri Rajinder Pathak,
Chamber No. 95, Patiala House Courts,
Tilak Marg, New Delhi-110001.

Versus

1. The General Manager (Cargo),
Airport Authority of India,
New Delhi.
2. M/s. JAC Air Services (P) Ltd.,
Cargo Complex, New Delhi.

AWARD

The Ministry of Labour by its letter No. L-11012/09/2003-IR(M) Central Government dated 29-07-2003 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the action of the management of M/s. JAC Air Services Pvt. Limited working under the Airport Authority of India Limited, New Delhi in terminating the services of Shri Kailash Chander Sharma is justified ? If not, to what relief the concerned workman is entitled ?”

The workman applicant has filed claim statement. In the claim statement it has been stated the workman/applicant was serving with the respondent No. 1 since 1993. The respondent No. 1 is the principal employer and No. 2 is the contractor. Many contractors like respondent No. 2 have come and gone but the workman remained at the same place i.e. the condition employment under the supervision of respondent No. 1 as Supervisor (Cargo). The copies of appointment letter, Identity Card issued by respondent No. 2 are annexed hereto as Annexure W-1 to S-W-2.

That the workman was falsely implicated in a criminal case vide FIR No. 176/99 dated 25-08-1999 u/s. 307/120-B IPC which was registered at Police Station Khol, Distt. Rewari, Haryana. Due to this reason the workman was arrested by Haryana Police on the intervening night of 25-08-1999 while on duty at IGI Airport Cargo Complex. However, subsequently workman was granted bail by the concerned Ld. Court in the month of November 1999 immediately after grant of bail the workman approached respondent No. 2 and also No. 1 to allow him to join duty immediately but both the respondent did not allow the workman to join duty.

That it is pertinent to mention here that the workman was/is neither dismissed in writing nor suspended by the respondent. But, however, the act of the respondent for not allowing the workman to join and carry out his duty amounts to dismissal u/s. 2(A) of the ID Act, 1947.

That the workman submitted legal notices through his counsel for allowing him to work on 24-11-2000 and 26-02-2001. But respondents did not reply to the same. Subsequently workman filed demand notice before ALC (C), New Delhi on 18-04-2001. However, the said demand notice was dismissed by ALC on 18-09-2001 stating that there is no relationship between the respondent No. 1 and the workman. Hence, the said demand notice is not maintainable. The copy of the legal notices and demand notice dated 17-04-2001 are annexed as Annexure W-3 to W-5.

That subsequently, the workman filed appeal before Regional Labour Commissioner, New Delhi on 18-12-2001 and 04-09-2002. In pursuance to the said appeal which was allowed on 19-04-2002 the conciliation proceedings were again initiated by the ALC. The respondent No. 1 did not participate in the same and respondent No. 2 filed one false and frivolous reply on 12-08-2002 stating that after arrest, the workman did not approach to join duty to the respondents.

But this reply shall not be admitted in the light of legal notices and subsequent conciliation proceedings. Subsequently as the conciliation proceedings failed, the present reference was sent vide failure of conciliation report on 08-04-2003 to the Ministry of Labour, Government of India, New Delhi and later on to this Ld. Tribunal for proper adjudication. The copy of the demand notice dated 04-04-2002, reply of the respondent No. 2 rejoinder and FOC are annexed hereto as Annexures W-6 to W-9.

That when the matter was pending for the reference before the appropriate Government on 14-05-2003, the workman was Honourable acquitted by the Ld. Additional Session Judge, Rewari, Haryana in the above mentioned false and frivolous criminal case which was registered vide FIR No. 176/99 dated 25-08-1999. The workman immediately on 31-05-2003 sent copy of the judgement along with the letter of request to the respondent praying to allow him to

be reinstated/join duties with them. However, the workman was allowed to join duty by the respondent and they did not submit any reply to the same. The copy of the judgment dated 14-05-2003, letters and courier receipts are annexed hereto as Annexure W-10 to W-13.

That it is pertinent to mention here that applicant/workman is an Ex-serviceman from the Indian Army and was discharged from service as a Havildar with exceptional service record and exemplary character. The workman is unemployed since his illegal termination i.e. on 25-08-1999 and is managing to pull on his family by meagre Army Pension of Rs. 1900/- per month. The copy of Army Certificate is annexed hereto as Annexure W-14.

That it is pertinent to mention here that the workman in continuous and regular service of the respondent No. 1 since 1993 and is in the direct supervision of the said respondent through respondent No. 2, the workman was working under the present respondent No. 2 since 1997. The other employers who had been coming and going at Cargo Complex but however the workman continued to serve under the respondent No. 1 regularly from 1993 till his illegal stop/termination on 25-08-1999. The work which the workman is carrying out is of perennial nature.

The management has filed written statement. In the written statement it has been stated that the workman was never an employee of Airport Authority of India. It is evident from the statement of claim filed by the workman that he was deployed by a contractor named M/s. Jac Air Services Pvt. Limited. The matter of appointment, service condition and termination of the workman were controlled and supervised solely by the contractor, who was the employer and the workman was the employee of the contractor who could deploy him as he wished based on his needs and requirements.

That the present statement of claim filed by Shri Kailash Chander Sharma is clearly a misuse and abuse of process of this Hon'ble Tribunal. It is respectfully submitted that the workman, with an ulterior motive has filed the present statement of claim and the same is based entirely on incorrect and distorted facts.

That the Airport Authority of India is a statutory body established under the Airport Authority of India Act, 1994 for the purposes of maintenance and development of Airports. It is submitted that during the discharge of its statutory and ancillary activities the respondent management engaged the services of various contractors for providing manpower cargo handling and ancillary services.

The contents of the statement of claim are baseless and wrong. It is submitted that the workman was in the employment of M/s. Jac Air Services Private Limited with whom an agreement was entered into by the respondent/management for providing cargo handling services. The

respondent never engaged the workman. The corpus of contractors and workers deployed by the contractor kept on rotating obviously, the respondent/management could not have any record of the period of employment of each worker and for that matter of the workman herein.

* That the workers are engaged by the contractor performance of contractual obligation engages the workers vide a written agreement, which was executed between the respondent/management and the contractor. The said agreement is on principal to principal basis and the workman engaged by the contractor are the employees of the respective contractors for all purposes and intent.

That in the instant case also the workman was engaged by the contractor i.e. M/s. Jac Air Services Private Limited who was responsible for carrying out and managing the day-to-day work at site and the workers were deployed by the contractor depending upon the exigencies of work, as per the job specification of the contract and the respondent/management did not exercise any control with regard to the deployment of specific worker or with regard to any service condition. It is respectfully submitted that the workers were governed by the terms and conditions of their employment entered by and between the contractor and the workmen and were under the direct control and supervision of the contractor. Moreover the contractor as per minimum wages prescribed by the appropriate authority paid the workers deployed by the contractor wages. The answering respondent only ensured that contractor complied with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and other statutes.

That the contractor M/s. Jac Air Services Private Limited deployed the workman. It is respectfully submitted that the alleged issue is with regard to termination of the services of the workman, who was deployed by the contractor who was responsible to pay wages to the workman and was responsible for carrying out and managing day-to-day work at site as per the job specification, in accordance with the contract. In the light of the above, it is evident that the workers were never in the employment of the respondent/management and the claim of the workman for reinstatement of respondent/management is entirely misconceived and liable to be rejected.

The workman applicant has filed rejoinder. In his rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of workman that he worked under Respondent No. 1 since 1993. Respondent

No. 1 is the Principal Employer and Respondent No. 2 is the contractor. Several contractors were changed but the workman served Respondent No. 1 as Cargo Supervisor. Respondent No. 2 issued appointment letter and Identity Card (Annexure W1 to SW 2).

It was submitted from the side of the management that the workman in his cross-examination has admitted that appointment letter was issued to him by C Hawk Cargo Carriers Pvt. Limited which is WE1/A. He has further admitted in his cross-examination that salary slip was issued by the contractor and PF contribution was deposited by the contractor Ex. WE 1/4 to WE 2/4. This admission of the workman shows that he worked under the control and supervision of the contractor. The contractor issued him appointment letter. The contractor issued him salary slips. The contractor deposited PF amount so the management is not the real controller and supervisor of his work.

It was submitted that it is the contractor who has employed him as per his own admission and the contractor issued him salary slips. His services were at the disposal of the contractor. He was even removed by the contractor. As such Respondent No. 1 i.e. the management has not terminated his services. He was falsely implicated in a criminal case and the contractor asked him not to resume his duties further. An employee who is engaged by contractor cannot be taken to be the employee of the management. The workman has to prove that he worked under the control and supervision of the management. He was assigned duties by the management. In this case these characteristic of the control and supervision of the management are lacking. The workman has not established that contract is a ruse or camouflage. He has to prove that the management has taken him through contractor to camouflage his status. In the instant case the contractor had the real and effective control. He was engaged by the contractor and his services were terminated by the contractor. So in view of the decision of the Hon'ble Apex Court in (2001) 7 SCC he is not an employee of the Principal Employer.

The reference is regarding the action of the contractor and not of the management. The contractor has taken action against the workman. The respondent-management does not come in the picture in termination of the services of the workman.

The reference is replied thus :—

The action of the management of M/s. JAC Air Services Pvt. Limited working under Airport Authority of India Limited, New Delhi in terminating the services of Shri Kailash Chander Sharma is justified. The workman applicant is not entitled to get any relief as prayed for.

Award is given accordingly.

Date: 18-07-2006

R. N. RAI, Presiding Officer

नई दिल्ली, 27 जुलाई, 2006

का. आ. 3340.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लाईम स्टोन खदान के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, कोटा के पंचाट (संदर्भ संख्या 31/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-7-2006 को प्राप्त हुआ था।

[सं. एल-29012/57/1999-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 27th July, 2006

S.O. 3340.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 31/99) of the Industrial Tribunal-cum-Labour Court, Kota as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Limestone Mine and their workman, which was received by the Central Government on 26-07-2006.

[No. L-29012/57/1999-IR(M)]

B. M. DAVID, Under Secy.

अनुबन्ध

न्यायाधीश, औद्योगिक न्यायाधिकरण/केन्द्रीय/कोटा/राजस्थान

पीठासीन अधिकारी—के.के. गुप्ता, आर.एच.जे.एस.

रेफ्रेन्स प्रकरण क्रमांक : औ.न्या.-31/99

दिनांक स्थापित : 3-12-99

प्रसंग : भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश सं. एल-29012/57/99/आई आर (एम) दिनांक 7-10-99

रेफ्रेन्स अन्तर्गत धारा 10 (1)(घ) औद्योगिक विवाद अधिनियम, 1947

मध्य

जनरल सेक्रेटरी, राष्ट्रीय मजदूर संघ,

रामगंज मण्डी, जिला कोटा, राजस्थान —प्रार्थी यूनियन

एवं

मै. श्रीरामजीदास रामरिछपाल, लाईम स्टोन

खदान मालिक (माईन माईनर), मोड़क स्टेशन,

जिला—कोटा —अप्रार्थी नियोजक

प्रार्थी यूनियन की ओर से : कोई उप. नहीं

अप्रार्थी नियोजक की ओर से : कोई उप. नहीं

अधिनिर्णय दिनांक : 5-6-06

अधिनिर्णय

भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश दिनांक 7-10-99 के जरिये निम्न रेफ्रेन्स, औद्योगिक विवाद अधिनियम, 1947 (जिसे तदुपरान्त "अधिनियम" से संबोधित किया जायेगा) की धारा 10(1)(घ) के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ सम्प्रेषित किया गया है :

"Whether the action of the management of Shri Ramjidas S/o Ramrichpal Modi, Limestone Mine Owner, in not increasing the daily wages and not regularising the service of those workmen who have completed 240 days of service as per settlement is justified? If not, to what relief the workmen are entitled?"

2. रेफ्रेन्स, न्यायाधिकरण से प्राप्त होने पर पंजीबद्ध उपरान्त पक्षकारों को सूचना विधिवत रूप से जारी की गयी।

3. प्रार्थी यूनियन राष्ट्रीय मजदूर संघ (इंटक) रामगंज मण्डी, कोटा के मंत्री द्वारा क्लेम स्टेटमेंट प्रस्तुत कर दिया है यह अभिकथित किया गया है कि प्रार्थी यूनियन की ओर से अप्रार्थी संस्थान में कार्यरत श्रमिकों व कर्मचारियों को वर्ष 1997-98 (1-4-97 से 1-3-98) का 20% की दर से बोनस भुगतान हेतु दिनांक 11-8-98 को एक मांग-पत्र प्रदर्श 1 अप्रार्थी को दिया गया था, तदुपरान्त श्रम विभाग के माध्यम से औद्योगिक विवाद लगा कर 19-8-98 को प्रदर्श 2 द्वारा पुनः स्मरण करवाया गया जोकि क्लेम का भाग है, तथापि नियोजक पक्ष की ओर से जानबूझकर वार्ता में कोई उपस्थित नहीं हुआ। तदुपरान्त यह रेफ्रेन्स इस न्यायाधिकरण को अधिनिर्णय प्राप्त हुआ। अभिकथित किया गया है कि प्रार्थी श्रमिकगण, अप्रार्थी नियोजक से वित्तीय वर्ष 1997-98 से अधिक उत्पादन व अधिक लाभ होने से 20% की दर से बोनस प्राप्त करने के अधिकारी हैं जो मांग स्वीकार कर अप्रार्थीगण से भुगतान करवाये जाने के आदेश प्रदान किये जाएं।

4. अप्रार्थी नियोजक की ओर से उक्त क्लेम का जवाब प्रस्तुत करते हुए यह प्रतिवाद किया गया है कि प्रार्थी यूनियन व अप्रार्थी के मध्य 14 सूत्रीय मांग-पत्र क्रमांक 445/97 दिनांक 7-8-97 पर दिनांक 5-1-98 को समझौता सम्पन्न हुआ था। जिसके तहत खदान से ऊपर कार्य करने वाले दैनिक कुली, बेलदारों को 33 रुपये व खदान के अन्दर काम करने वाले को 34.50 रुपये प्रतिदिन की दर से भुगतान किया जाना तय हुआ था। तदुपरान्त 8 सूत्रीय मांग-पत्र सं. 411/99 दिनांक 20-11-99 पर दिनांक 17-7-2000 को उक्त प्रकार के श्रमिकों को क्रमशः 32.50 रुपये व 35 रुपये की दर से भुगतान किया जाना तय हुआ था। श्रमिकगण को उक्त दर अनुसार प्रतिदिन के हिसाब से मजदूरी हो गयी है और उनके द्वारा 50 रुपये की मांग का कोई औचित्य नहीं है। आगे यह भी प्रतिवाद किया गया है कि रेफ्रेन्स जिन श्रमिकों ने 240 दिन कार्य कर लिया है, उन्हें नियमित किये जाने के संबंध में है, परन्तु श्रमिकगण द्वारा प्रदर्श 1 व 2 से ऐसी कोई मांग नहीं की गयी है। इस प्रकार प्रार्थी श्रमिकगण द्वारा की गयी मांगों का कोई औचित्य नहीं है, क्लेम स्टेटमेंट निराधार होने से सख्य निरस्त किया जावे।

5. पत्रावली के अवलोकन से प्रकट होता है कि पत्रावली साक्ष्य प्रार्थीगण ने 6-7-02 से चल रही थी और उन्हें 30-10-05 को अन्तिम अवसर प्रदान किया गया था व तदुपरान्त लगातार सात अवसर और दिये गये, परन्तु उनकी ओर से कोई साक्ष्य प्रस्तुत नहीं की गयी। दिनांक 2-6-06 को भी ना तो प्रार्थीगण की ओर से कोई साक्ष्य प्रस्तुत की गयी, ना कोई युक्तियुक्त कारण ही बतलाया गया व ना ही कोई यूनियन प्रतिनिधि उपस्थित हुए, अन्ततोगत्वा प्रार्थीगण की साक्ष्य बन्द कर दी गयी। अप्रार्थी नियोजक की ओर से भी किसी प्रकार की कोई साक्ष्य प्रस्तुत नहीं हुई।

इस प्रकार पत्रावली के अवलोकन से यह स्पष्ट है कि प्रार्थीगण/यूनियन की ओर से क्लेम स्टेटमेंट में वर्णित तथ्यों की सम्पुष्टि में किसी प्रकार की कोई साक्ष्य प्रस्तुत नहीं की गयी है और व अपने क्लेम को साबित करने में पूर्णतया असफल रहे हैं। अतः प्रार्थीगण श्रमिक, अप्रार्थी नियोजक से अधिनियमान्तर्गत किसी प्रकार का कोई अनुतोष प्राप्त करने के अधिकारी नहीं हैं और सम्प्रेषित रेफ्रेन्स को इसी प्रकार अधिनिर्णित कर उत्तरित किया जाता है।

के. के. गुप्ता, न्यायाधीश

नई दिल्ली, 27 जुलाई, 2006

का. आ. 3341.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लाईम स्टोन खदान के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, कोटा के पंचाट (संदर्भ संख्या 18/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-7-2006 को प्राप्त हुआ था।

[सं. एल-29012/9/2003-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 27th July, 2006

S.O. 3341.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 18/2003) of the Industrial Tribunal-cum-Labour Court, Kota as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Limestone Mine and their workman, which was received by the Central Government on 26-07-2006.

[No. L-29012/9/2003-IR (M)]

B. M. DAVID, Under Secy.

अनुबन्ध

न्यायाधीश, औद्योगिक न्यायाधिकरण, कोटा/केन्द्रीय/कोटा/राजस्थान

पीठासीन अधिकारी—के.के. गुप्ता, आर.एच.जे.एस.

रेफ्रेन्स प्रकरण क्रमांक : औ.न्याया/केन्द्रीय/-18/2003

दिनांक स्थापित : 19-05-03

प्रसंग : भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश सं. एल-29012/9/2003/आई आर (एम) दिनांक 7-5-03

रेफ्रेन्स अन्तर्गत धारा 10 (1) (घ) औद्योगिक विवाद अधिनियम, 1947

मध्य

जनरल सेक्रेटरी, राष्ट्रीय मजदूर संघ,
रामगंज मण्डी, जिला कोटा, राजस्थान

—प्रार्थी यूनियन

एवं

मै. श्रीरामजीदास रामरिछपाल, लाईम स्टोन
खदानमालिक पीपाखेड़ी, तह. रामगंज मण्डी,
जिला—कोटा, राजस्थान।

—अप्रार्थी नियोजक

उपस्थित

प्रार्थी यूनियन की ओर से प्रतिनिधि : कोई उप. नहीं

अप्रार्थी नियोजक की ओर से : एकपक्षीय कार्यवाही

अधिनिर्णय दिनांक : 5-6-06

अधिनिर्णय

भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश दिनांक 7-05-03 के जरिये निम्न रेफ्रेन्स, औद्योगिक विवाद अधिनियम, 1947 (जिसे तदुपरान्त "अधिनिर्णय" से संबोधित किया जावेगा) की धारा 10(1)(घ) के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ सम्प्रेषित किया गया है :

"क्या प्रबन्धन मैसर्स श्री रामजीदास रामरिछपाल मोदी, लाईम स्टोन खदान मालिक, पीपाखेड़ी, रामगंजमंडी, जिला कोटा, राजस्थान द्वारा उनकी खान में कार्यरत कर्मकारों के लिए समझौता वार्ता द्वारा दैनिक मजदूरी में बढ़ोतरी नहीं करने की कार्यवाही उचित एवं न्यायसंगत है ? यदि नहीं, तो संबंधित कर्मकार किस अनुतोष के हकदार हैं।"

2. रेफ्रेन्स, न्यायाधिकरण से प्राप्त होने पर पंजीबद्ध उपरान्त पक्षकारों को सूचना विधिवत् रूप से जारी की गयी।

3. प्रार्थी यूनियन राष्ट्रीय मजदूर संघ (इंटक) रामनगर मण्डी, जिला कोटा के मंत्री द्वारा क्लेम स्टेटमेंट प्रस्तुत कर संक्षेप में यह अभिकथित किया गया है कि प्रार्थी यूनियन, अप्रार्थी नियोजक के यहां कार्यरत श्रमिकों का प्रतिनिधित्व करने वाली रजिस्टर्ड यूनियन है जिसे मांग-पत्र व वार्तालाप करने का अधिकार प्राप्त है। प्रार्थी यूनियन ने अप्रार्थी संस्थान में कार्यरत कर्मचारियों से संबंधित मांग-पत्र दिनांकित 2-7-02 से स्वीकार करने हेतु प्रस्तुत किया था। जिसमें कुली, बेलदार को 60 रुपये जमीन से ऊपर एवं 70 रुपये जमीन के अन्दर कार्य करने वालों को प्रतिदिन के हिसाब से मजदूरी व बिलो ग्राउण्ड का विशेष भत्ता, खान में कार्यरत स्टोन कटर कारीगर को 70 रुपये प्रति सेकड़ा जमीन से ऊपर व 80 रु. प्रति सेकड़ा जमीन के अन्दर कार्य करने वालों को पत्थर कटाई व बिलो ग्राउण्ड का विशेष भत्ता, स्थाई कर्मचारियों को 2000 रुपये प्रतिमाह वेतन पर 100 रुपये मासिक वेतन वृद्धि व 2000 से अधिक वेतन पर 150 रुपये मासिक वेतन वृद्धि व अन्य विशेष लाभ, मेडिकल सुविधा, सवैतनिक अवकाश दिये जाने, बच्चों को शिक्षा व छात्रवृत्ति दिये जाने का ठेका प्रथा समाप्त करने के सम्बन्ध में निवेदन किया गया। इस प्रकार डिमाण्ड चार्ट के मुताबिक जो प्रदर्श-1 से 8 मांगों के लिए मांग-पत्र प्रस्तुत किया वो प्रार्थना-पत्र का भाग है। तदुपरान्त पुनः रिमाइण्डर दिनांक 10-7-02 को प्रस्तुत किया गया जो प्रदर्श-2 है जोकि स्टेटमेंट आफ क्लेम का भाग है। मांगों के संबंध में श्रमिक पक्ष को सुना जाकर नियोजक पक्ष को 30-7-02 को वार्ता हेतु बुलवाया गया व उसके बाद भी दो-तीन बार बुलवाया गया, किन्तु बावजूद नोटिस के नियोजक वार्ता में उपस्थित नहीं हुआ। आगे अभिकथित किया गया है कि नियोजक पक्ष का व्यवहार श्रमिकों के प्रति उपेक्षापूर्ण व नियम विरुद्ध रहा है। अन्त में अभिकथित किया गया है कि प्रार्थी यूनियन द्वारा

प्रस्तुत 8-सूत्रीय मांग-पत्र को स्वीकार कर 1-7-02 से ही समरूप सहायता दिलवाये जाने का अधिनिर्णय पारित किया जाये।

4. अप्रार्थी नियोजक की ओर से बावजूद तामोल नोटिस के दिनांक 1-10-03 को न्यायाधिकरण में कोई उपस्थित नहीं होने से उसके विरुद्ध कार्यवाही एकतरफा अमल में लायी गयी।

5. पत्रावली के अवलोकन से प्रकट होता है कि प्रार्थी यूनियन की ओर से दिनांक 16-2-04 से 17-5-06 तक समय लिये जाने के उपरान्त भी अपनी ओर से कोई साक्ष्य प्रस्तुत नहीं की गयी है। दिनांक 17-5-06 को प्रार्थी यूनियन प्रतिनिधि के यह प्रकट किये जाने पर कि समझौता/राजीनामे की बात चल रही है, पत्रावली 2-6-06 को नियत की गयी, परन्तु इस दिन ना तो कोई राजीनामा पेश हुआ, ना प्रार्थी यूनियन की ओर से कोई पदाधिकारी या प्रतिनिधि उपस्थित हुआ। आज भी प्रार्थी यूनियन की ओर से न्यायाधिकरण में कोई उपस्थित नहीं हुआ है। इस प्रकार स्पष्ट है कि प्रार्थी यूनियन की ओर से अपने क्लेम स्टेटमेंट के समर्थन में किसी प्रकार की कोई साक्ष्य प्रस्तुत नहीं की गयी है और वह अपने मामले को साबित करने में पूर्णतया असफल रही है। निष्कर्षतः भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा सम्प्रेषित रेफ्रेन्स को अधिनिर्णीत कर इस प्रकार उत्तरित किया जाता है कि अप्रार्थी नियोजक खदान मालिक द्वारा उनकी खान में कार्यरत कर्मकारों के दैनिक मजदूरी में बढ़ोतरी नहीं करने की कार्यवाही अनुचित एवं अवैध नहीं है और कर्मकार किसी अनुतोष के हकदार नहीं हैं।

के. के. गुप्ता, न्यायाधीश

नई दिल्ली, 27 जुलाई, 2006

का. आ. 3342.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान जिंक लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, उदयपुर के पंचाट (संदर्भ संख्या 4/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-7-2006 को प्राप्त हुआ था।

[सं. एल-29012/10/2003-आई आर (विधि)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 27th July, 2006

S.O. 3342.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 4/2003) of the Industrial Tribunal-cum-Labour Court, Udaypur as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Hindustan Zinc Ltd. and their workman, which was received by the Central Government on 26-7-2006.

[No. L-29012/10/2003-IR (M)]

B.M. DAVID, Under Secy.

अनुबन्ध

न्यायालय : औद्योगिक न्यायाधिकरण एवं श्रम न्यायालय,
उदयपुर (राज.)

एच.आर. पूनिया, आर.एच.जे. एस. : पीठासीन अधिकारी

प्रकरण संख्या : 4/2003
(आई. टी. आर. केन्द्र सरकार)

श्री राजेश घावरी पुत्र श्री शान्तिलाल जी,
निवासी : 284-अम्बा माता पुलिस थाने के
पास, उदयपुर (राज.)

... प्रार्थी

बनाम

प्रबन्धक, हिन्दुस्तान जिंक लिमिटेड,
द्वारा-जनरल मैनेजर, मटून माईन्स,
मटून, जिला उदयपुर (राज.)

... विपक्षी

उपस्थित :

श्री सी.पी. शर्मा : प्रार्थी की ओर से

श्री बी.एल. गुप्ता : विपक्षी की ओर से

दिनांक : 27-6-2006

पंचाट

भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या : एल-29012/
10/2003-आई.आर. (एम) न्यू देहली दिनांक : 16-4-03 तथा 7-6-05
के द्वारा निम्न रेफ्रेन्स इस न्यायालय को अधिनिर्णय हेतु प्रेषित किया गया।

"Whether the action of the management of Hindustan Zinc Ltd. in retrenching Sh. Rajesh Ghavri S/o Sh. Shantilalji w.e.f. 28-3-2002 is justified or not? If not, what relief the workman is entitled to?"

उक्त आशय का प्रसंग प्राप्त होने पर न्यायालय द्वारा दिनांक : 7-5-03 को नियमित श्रम-वाद संख्या : 4/03 दर्ज रजिस्टर किया जाकर पक्षकारान को नोटिस जारी किये गये, जिस पर प्रार्थी की ओर से क्लेम व विपक्षी की ओर से जवाब पेश किया गया।

प्रार्थी की ओर से प्रस्तुत आवेदन पत्र को स्वीकार कर विपक्षी से वांछित दस्तावेजात मंगवाये गये जो दस्तावेज विपक्षी की ओर से प्रस्तुत किये गये।

प्रार्थी राजेश घावरी की ओर से दि : 22-6-06 को एक आवेदन पत्र इस आशय का प्रस्तुत किया गया कि विपक्षी मैनेजमेंट द्वारा आदेश संख्या : 70 दि : 27-3-02 के द्वारा प्रार्थी को सेवामुक्त किया था। उस

आदेश के साथ विपक्षी की ओर से 1,65,774 एवं 29,984 राशि के दो बैंकर चैक संख्या : 811617 एवं 29984 दिनांक : 27-3-02 भी उसे प्रेषित किये गये थे। इस आदेश व राशि को प्रार्थी ने स्वीकार कर लिया है। इस कारण अब विचाराधीन रेफ्रेन्स में किसी प्रकार का कोई अनुतोष नहीं चाहता है। अतः भारत-सरकार द्वारा इस न्यायालय को प्रेषित रेफ्रेन्स के सम्बन्ध में इस आशय का अवार्ड पारित कर भारत सरकार को भिजवा दिया जावे कि विपक्षी प्रबन्धन हिन्दुस्तान जिंक लि., मटून माईन्स द्वारा श्री राजेश घावरी की आदेश संख्या : 70 दि : 27-3-02 से सेवा समाप्ति उचित एवं वैध है तथा प्रार्थी विपक्षी प्रबन्धन से किसी प्रकार का कोई अनुतोष पाने का अधिकारी नहीं है। दोनों पक्ष उक्त प्रकार का अवार्ड पारित करने पर सहमत हैं। प्रार्थी द्वारा प्रस्तुत उक्त आवेदनपत्र पर विपक्षी मैनेजमेंट ने भी अपनी सहमति व्यक्त कर दी है। प्रार्थी को सेवा से पृथक् करते समय विपक्षी ने जो राशि अदा की है, उससे प्रार्थी संतुष्ट एवं सहमत है। ऐसी स्थिति में अब इस प्रकरण के दोनों पक्ष इस प्रकरण में कोई अग्रिम कार्यवाही कराना नहीं चाहते हैं।

भारत सरकार के श्रम मंत्रालय द्वारा प्रेषित रेफ्रेन्स को उत्तरित करते हुए पंचाट इस प्रकार पारित किया जाता है कि : The action of the management of Hindustan Zinc Ltd. in retrenching Shri Rajesh Ghavri S/o Shri Shantilal Ji w.e.f. 28-3-2002 is justified.

Hence workman is not entitled to any relief.

पंचाट प्रकाशनार्थ भारत सरकार के श्रम मंत्रालय को भेजा जावे।

हरसुख राम पूनिया, पीठासीन अधिकारी

नई दिल्ली, 27 जुलाई, 2006

का. आ. 3343.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान जिंक लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण एवं श्रम न्यायालय, उदयपुर के पंचाट (संदर्भ संख्या 3/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-7-2006 को प्राप्त हुआ था।

[सं. एल-29012/11/2003-आई आर (विविध)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 27th July, 2006

S.O. 3343.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.3/2003) of the Industrial Tribunal-cum-Labour Court, Udaypur as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Hindustan Zinc Ltd. and their workman, which was received by the Central Government on 26-7-2006.

[No. L-29012/11/2003-IR(M)]

B.M. DAVID, Under Secy.

अनुबन्ध

न्यायालय : औद्योगिक न्यायाधिकरण एवं श्रम-न्यायालय,
उदयपुर (राजस्थान)

एच.आर. पूनिया, आर.एच.जे. एस. : पीठासीन अधिकारी

प्रकरण संख्या : 3/2003

(आई. टी. आर. केन्द्र सरकार)

श्री राधेश्याम जाट पुत्र श्री मोड़ी लाल जी जाट,

निवासी : 61-पन्नाधाय मार्ग जाटवाड़ी

उदयपुर (राज.)

... प्रार्थी

बनाम

प्रबन्धक, हिन्दुस्तान जिंक लिमिटेड,

द्वारा-जनरल मैनेजर, मटून माईन्स,

मटून, जिला उदयपुर (राज.)

... विपक्षी

उपस्थित :

श्री सी.पी. शर्मा : प्रार्थी की ओर से

श्री बी.एल. गुप्ता : विपक्षी की ओर से

दिनांक : 27-6-2006

पंचाट

भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या : एल-29012/11/2003-आई.आर. (एम) न्यू देहली दिनांक : 16-4-03 तथा दि. 7-6-05 के द्वारा निम्न रेफ्रेन्स इस न्यायालय को अधिनिर्णय हेतु प्रेषित किया गया।

“Whether the action of the management of Hindustan Zinc Ltd. in retrenching Sh. Radhey Shyam S/o Sh. Modilal Jat w.e.f. 28-3-2002 is justified or not? If not what relief the workman is entitled to?”

उक्त आशय का प्रसंग प्राप्त होने पर न्यायालय द्वारा दिनांक : 27-5-03 को नियमित श्रम-वाद संख्या : 3/03 दर्ज रजिस्टर किया जाकर पक्षकारान को नोटिस जारी किये गये, जिस पर प्रार्थी की ओर से क्लेम व विपक्षी की ओर से जवाब पेश किया गया।

प्रार्थी की ओर से प्रस्तुत आवेदन पत्र को स्वीकार कर विपक्षी से वांछित दस्तावेजात मंगवाये गये जो दस्तावेज विपक्षी की ओर से प्रस्तुत किये गये।

प्रार्थी राधेश्याम की ओर से दि. 22-6-06 को एक आवेदन पत्र इस आशय का प्रस्तुत किया गया कि विपक्षी मैनेजमेंट द्वारा आदेश संख्या : 63 दि. 27-3-02 के द्वारा प्रार्थी को सेवामुक्त किया था। उस आदेश के साथ विपक्षी की ओर से 1,73,655 राशि का बैंकर चैक संख्या : 811810 दिनांक : 27-3-02 भी उसे प्रेषित किया था। इस आदेश व राशि को प्रार्थी ने स्वीकार कर लिया है। इस कारण अब विचाराधीन रेफ्रेन्स में किसी प्रकार का कोई अनुतोष नहीं चाहता है। अतः भारत सरकार द्वारा इस न्यायालय को प्रेषित रेफ्रेन्स के सम्बन्ध में इस आशय का अवार्ड पारित कर भारत सरकार को भिजवा दिया जावे कि विपक्षी प्रबन्धन हिन्दुस्तान जिंक लि., मटून माईन्स द्वारा श्री राधेश्याम जाट की आदेश संख्या : 63 दि. 27-3-02 से सेवा समाप्ति उचित एवं

वैध है तथा प्रार्थी विपक्षी प्रबन्धन से किसी प्रकार का कोई अनुतोष पाने का अधिकारी नहीं है। दोनों पक्ष उक्त प्रकार का अवार्ड पारित करने पर सहमत हैं। प्रार्थी द्वारा प्रस्तुत उक्त आवेदनपत्र पर विपक्षी मैनेजमेंट ने भी अपनी सहमति व्यक्त कर दी है। प्रार्थी को सेवा से पृथक् करते समय विपक्षी ने जो राशि अदा की है, उससे प्रार्थी संतुष्ट एवं सहमत है। ऐसी स्थिति में अब इस प्रकरण के दोनों पक्ष इस प्रकरण में कोई अग्रिम कार्यवाही कराना नहीं चाहते हैं।

भारत सरकार के श्रम मंत्रालय द्वारा प्रेषित रेफ्रेन्स को उत्तरित करते हुए पंचाट इस प्रकार पारित किया जाता है कि : The action of the management of Hindustan Zinc Ltd. in retrenching Shri Radhey Shyam S/o Sh. Modilal Jat w.e.f. 28-3-2002 is justified.

Hence workman is not entitled to any relief.

पंचाट प्रकाशनार्थ भारत सरकार के श्रम मंत्रालय को भेजा जावे।

हरसुख राम पूनिया, पीठासीन अधिकारी

नई दिल्ली, 27 जुलाई, 2006

का. आ. 3344.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ.एन.जी.सी.लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के पंचाट (संदर्भ संख्या 1141/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-7-2006 को प्राप्त हुआ था।

[सं. एल-30011/12/2004-आई आर (विविध)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 27th July, 2006

S.O. 3344.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1141/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the annexure in the Industrial Dispute between the employers in relation to the management of O.N.G.C. Ltd. and their workman, which was received by the Central Government on 26-7-2006.

[No. L-30011/12/2004-IR (M)]

B.M. DAVID, Under Secy.

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH**

Shri Kuldip Singh, Presiding Officer

Case No. LD. No. 1141/2005

Registered on 23-9-2005

Date of Decision 13-12-2005

Ramesh Kumar S/o Shri Shairu Ram,
C/o Shri Suresh Kumar,
General Secretary ONGC Mazdoor Union,
Dhanban Mandi (H.P.)

... Petitioner

Versus

M/o Petroleum and Natural Gas,
Shastri Bhawan,
New Delhi-110001

... Respondent

APPEARANCE:

For the Workman : M.S. Gorski

For the Management : Mr. I.S. Sidhu, Advocate

AWARD

The Government of India, Ministry of Labour, referred the following matter for the adjudication of the Tribunal vide their order no. L-30011/12/2004-IR(CM) dated 2-6-2006.

"Whether the action of the management of Oil and Natural Gas Corporation Ltd, Tel Bhawan, Dehradun in terminating the services of Shri Ramesh Kumar S/o Shri Shairu Ram, Ex-Contingent Worker (unskilled) w.e.f. 1-1-2003 without any notice and without any payment of retrenchment compensation, is illegal and unjustified? If so, to what relief the concerned workman is entitled and from which date?"

The notice of the reference was issued to the parties who appeared through Counsel on 5-11-2004. The workman filed the Claim Petition on 5-11-2004 to which the management filed written Statement on 17-1-2006, a copy of which was given to the workman. Thereafter workman absented from Court appearance.

The workman continues to be absent. The Management appears through Counsel. On the last date of hearing the Counsel appearing for the workman stated at bar that the workman is not interested to prosecute this case, therefore the same may be decided as not pressed. So as to verify the facts, the Court issued notice to the workman under registered cover on 14-12-2005. Despite expiry of the statutory period of the 30 days, neither the workman has appeared nor the notice sent to him under registered cover has been received back. This gives rise to the presumption that the notice has been served upon the workman, but he has not chosen to come. This also supports the claim of the Counsel of the workman that the workman is not interested to prosecute the case.

The appropriate Government desired to know whether the action of the Management of Oil and Natural Gas Corporation Limited Odinas Tel Bhawan, Delhi was justified in terminating the services of the workman w.e.f. 1st of October 2003 without notice and payment of compensation and if not whether the termination was unjustified. There is no evidence on record to support the claim of the workman that the Management had violated the provisions of the Industrial Disputes Act 1947 and thus the termination of his service was illegal. Hence the reference is answered with the observation that there is nothing on record to show that the order, by which the

services of the workman were terminated on 1st October, 2003 was illegal and unjustified. The award is passed. Let a copy of it be sent to the appropriate Government for necessary action and the file be sent to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 27 जुलाई, 2006

का. आ. 3345.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. गैस अथॉरिटी आफ इंडिया लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट (संदर्भ संख्या 40/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-30012/8/2004-आई आर (विविध)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 27th July, 2006

S.O. 3345.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 40/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the annexure in the Industrial Dispute between the employers in relation to the management of M/s G.A.I.L. and their workman, which was received by the Central Government on 27-7-2006.

[No. L-30012/8/2004-IR (M)]

B.M. DAVID, Under Secy.

ANNEXURE

BEFORE SRI SURESH CHANDRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SAVODAYA NAGAR, KANPUR, U.P.

Industrial Dispute No. 40 of 2004

In the matter of dispute between :

Sri Arvind Kumar son of Mewalal,
Through Anil Kumar Singh.
Sect, HHS C-338 Barra-6
Kanpur.

AND

The Deputy General Manager,
Gas Authority of India Limited,
U.P. Petrochemical Complex Pata,
Auraiya, U.P.

AWARD

1. Central Government, MOL, New Delhi vide notification No. L-30012/8/2004-IR(M) dated 25-6-04 has

referred the following dispute for adjudication to this Tribunal:

"Whether the Deputy General Manager (HR) M/s. Gas Authority of India Limited, UPPC Auraiya in terminating the services of Sri Arvind Kumar son of Mewalal w.e.f. 31-8-99 is justified? If not, to what relief the workman concerned is entitled?"

2. It is needless to give full details of the present case as on 7-2-06 the workman himself moved an application praying that he is not pressing the present dispute and it has also been prayed by the workman that taking into consideration the entire facts and circumstances, the present claim be treated as not pressed and suitable orders may be passed in the case.

3. Under these facts and circumstances of the case the tribunal is left with no other option but to hold that the workman is not entitled for any relief for want of proof. Reference is therefore bound to be decided against the workman and it is accordingly decided.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 27 जुलाई, 2006

का. आ. 3346.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.जी.एम.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बेंगलूर के पंचाट (संदर्भ संख्या 37/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-2006 को प्राप्त हुआ था।

[सं. एल-43011/3/2003-आई आर (विविध)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 27th July, 2006

S.O. 3346.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 37/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the annexure in the Industrial Dispute between the employers in relation to the management of B.G.M.L. and their workman, which was received by the Central Government on 27-7-2006.

[No. L-43011/3/2003-IR (M)]

B.M. DAVID, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**

Dated 4th July 2006

PRESENT:

Shri A.R. Siddiqui, Presiding Officer

C.R. No. 37/2003

I Party

The President,
BGML General,
Workers Union, CITU,
Marikuppam, KGF,
Kolar Gold Field-563119

II Party

The Managing Director,
Bharat Gold Mines Ltd.,
Suvarna Bhavan,
Oorgaum Post,
Kolar Gold Field-563120

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order. No. L-43011/3/2003-IR (M) dated 17th June, 2003 for adjudication on the following schedule:

SCHEDULE

"Whether the management of BGML is justified in denying regularization to the afforestation workers as per the schedule annexed to this order? If not, what relief those workmen are entitled to and from which date?"

2. The case of the first party union espousing the cause of the workmen in the case (hereinafter called the workmen as made out in the Claim Statement, in brief, is that the Second Party has engaged the workmen for afforestation work started in the year 1980 in the mining leasehold area as a measure of pollution control and made the mining vast leasehold area as a green belt. The workmen were earlier engaged on daily wages basis for trenching, seedling and watering etc. work and later on were engaged as watchmen for protection and maintenance of plantations; that the work of the workmen was supervised by the Range Forest Officer/Assistant Conservator of Forest appointed by the Second Party on deputation from Govt. of Karnataka. The afforestation department was under the over all control of Deputy General Manager (Metallurgical plant) and later on Deputy General Manager (Production) of the Second Party Organisation; that the workmen were being paid their wages once in month based on the minimum wages fixed per day by the Forest Department of Government of Karnataka for those engaged in Kolar Division from time to time. The last revised wages drawn by the workmen was Rs. 42 per day. However, the revised minimum wages fixed at Rs. 47.25 per day with effect from 1-4-1997 and subsequent revision of wages were not paid to the first party workmen; that the workmen were not only denied the minimum wages but also other statutory benefits such as weekly holiday with pay, National and Festival holidays benefits, Annual leave with wages and overtime wages for the work done beyond 8 hours per day and 48 hours per week inspite of demand made by the workmen; that the union has filed written submission to the Second Party vide letter No. 40/1996, dated 30-9-1996 demanding wage increase and parity

in wages to that of regular employees employed by the Second Party in view of the fact that the workmen were engaged to work in crusher house, materials department for loading and unloading of materials, electricity department as general labours and as watchman in guest house and other places to safeguard properties of the Second Party. A signed copy of the said letter is produced Annexure "A" in the list of documents; that the second party instead of revising the wages of the workmen has sent a reply letter No. PD/PM/M-6/96-97, dated 8-10-1996 to the effect that the minimum wage Act is not applicable for the Second party establishment and therefore, any automatic increase of wages is not applicable. The Second Party is facing severe financial crunch as such any increase in wages is not possible. A copy of the said second party letter dated 8-10-1996 is produced as Annexure B in the list of documents; that the union filed written submission vide letter dated 14-12-1996 for providing annual leave with wages which has been denied right from their employment even though the workmen were continuously working. However, the second party has not extended the said benefit. A signed copy of the above letter is produced as Annexure C in the list of documents; that the Union filed written submission vide letter dated 17-12-1996 for payment of overtime wages for the work done beyond 8 hours per day and 48 hours per week, but the Second Party continue to deprive the said benefits. A signed copy of said letter dated 17-12-1996 is produced as Annexure D in the list of documents; that the union has filed written submission on 4-10-1999 to provide the workmen the benefit of National and Festival holidays but the Second party has not extended even the statutory benefits. A signed copy of the above letter dated 4-10-1999 is produced as Annexure E in the list of documents; that having refused to provide equal pay for work and denied even the minimum wages, the union raised a dispute before the Assistant Labour Commissioner (Central) Bangalore. The ALC(C) vide letter No. 5(9)/96-B4, dated 13-1-1997 informed the first party that clear remedy is available under the Minimum Wages Act, 1948 and equal remuneration Act, 1976 and further, informed the first party union to file a claim proposal to get the defence of minimum wages etc. A signed copy of the above letter is produced as Annexure F in the list of documents; that the workmen were denied even the statutory payment of provident fund for some time. However with great struggle and clear instructions from the inspector appointed under EPF and MP Act, 1952, the PF benefit was extended to the first party workmen from 1-4-1989; that the second party has been granted exemption under Section 17(1) of the EPF and MP Act, 1952 and permitted the Second Party to establish Board of Trustees of their own for the administration of provident funds consisting of such numbers of members as may be specified in the scheme and allotted PF code No. KN924 to the Second Party. The Second party accordingly recovered PF subscription from the workmen and credited to their

individual accounts along with employer's contribution; that trade unions in the field have preferred an appeal before the appellate authority against the orders of BIFR in arriving at Prima-facie opinion to wind up the Second Party Company. The appellate authority heard the matter and finally confirmed the orders of BIFR since no agency has come forward to invest money for rehabilitation of the Second Party Company. A copy of the decision of the appellate authority is produced as Annexure-G in the list of documents; that the second party had its own wage schedule for various categories of workmen as per the agreement between the Second Party management and BGM labour association. A copy of the same is produced as Annexure-G-1; that the trade union in the Second Party establishment and BGM Officer's Association have filed writ petition before the Hon'ble High Court of Karnataka challenging the orders of BIFR, AIAFR and permission granted by the Govt. of India for closure of Second Party establishment under Section 25(O) of ID Act, 1947 and the Hon'ble Single Bench quashed the orders of BIFR and permission granted by the Govt. of India for closure of the Second Party establishment and remitted back for reconsideration to BIFR. However, the second party and Govt. of India preferred writ appeals No. 1747-57/2001, before the Division bench and ultimately the division bench set aside the orders of single bench and dismissed the writ petitions. However, the division bench recommended to the Govt. of India to consider voluntary retirement scheme benefits to the workmen as a rehabilitation measure. A copy of the decision of the division bench in this regard is produced as Annexure-H in the list of documents; that the union made a submission to the managing director of the second party establishment to extend the benefit of VRS scheme to the first party workmen, vide letter dated 24-8-2002, but the Second party has not extended to the first party workmen. A copy of the said letter is produced as Annexure H-1 in the list of documents; that there are watchmen employed by the Second party to protect the properties and prevent unauthorized persons entering into the work premises in all surface departments such as mills, workshops, hospital, town administration department etc. and Gardner in the guest house and Suvarna Bhavan who are regular employees paid the wages in the running time pay scale; that the second party has denied the equal pay for equal work to the first party workmen even though they were doing same identical work in the same establishment with the same employer working more than 15 years continuously; that the version of the Second party that the workmen are contract labours and paid wages through contractors and the wages were reimbursed to the contractor by the Second party and the first party workmen are working under the control of the contractors are baseless and false and no documents produced by them for evidencing the same. At para 26 of the Claim Statement the workmen contended that they were denied Voluntary Retirement Scheme benefit which was available to its other employees

from time to time consequent upon the closure of the company w.e.f. 1-3-2001 despite the first party union having made a representation to the above effect vide letter dated 17-7-2002. At Para 37 the workmen contended that they were stopped from work arbitrarily from 1-3-2001 terminating their services without following the procedure enumerated in the ID Act and rules made thereunder and therefore, the action of the management amounts to retrenchment and bad in law and in the result it is liable to pay wages even after 1-3-2001. At para 38 they contended that most of them are still safeguarding the plantations despite being prevented from doing afforestation work subsequent to 1-3-2001.

3. The Management/Second Party namely M/s. Bharat Gold Mines Limited represented by its Managing Director (hereinafter called the Second Party) by its Counter Statement while resisting the case of the workmen, inter alia, contended that it has incurred loss consistently and the matter was referred to the BIFR under the Sick Industrial Companies (Special Provisions) Act 1985 and the said authority after having considered the case, opined that the Second Party is not viable and therefore, recommended its winding up. Then matter has been referred to the High Court of Karnataka in Co. P. No. 180/2000. In the meanwhile the Govt. of India by its order dated 29-1-2001 has passed the order of closure of the company under section 25(O) of the ID Act and therefore, the mining activities have been closed w.e.f. 1-3-2001. The unions representing the workmen challenged the order of reference by BIFR and the order of Govt., of India in WP No. 1343/01 and in other connected matters and the learned single judge of the High Court allowed their writ petitions. The Second party filed writ appeals in WA No. 1747 to 1757/2001 and the Division Bench of the High Court vide order dated 26-9-2003 set aside the orders passed by the learned Single Judge and dismissed the Writ Petitions. Therefore, the action of closure of the company w.e.f. 1-3-2001 has been upheld and the Second Party company remains closed. Further winding up proceedings before the High Court are being proceeded with. In the result any relief to be granted to workmen would be redundant not being capable of implementation and hence the reference is liable to be rejected; the management denied that the workmen were engaged by the Second party Company and it is not known to the management if they are the members of the first party union. The management contended that as a part of pollution control measure, afforestation was started at management Company dealing with plantation of trees on the cyanide dumps and other places and for the purpose of said work and for guarding the trees persons including the workmen from neighbouring villages have been engaged on contract basis through private contractors and those workers were being paid daily wages once in a month by the contractor to be reimbursed by the Second party and that there was no direct dealing between the workmen

contract workers and the Second party. The afforestation work is in no way connected with regular productive operations of the second party as the nature of contract being entirely different from mining operations and therefore, the workmen engaged by the contractor do not come under the purview of company rules and regulations/ Mines Act; that as per the parameter fixed by the Karnataka Government Forest Department one watcher is required for 100 acres and as such for 3000 acres the second party required only 30 watchers. However, on humanitarian ground it engaged through contractor 89 such workers and not 105 workers as alleged; that in view of the closure of the company w.e.f. 1-3-2001 and no work being carried out other than the administrative work with the help of skeleton staff and the records like attendance etc. being maintained by the Contractor, the Second Party is not in a position to produce any records to show that who are all the 89 contract workers engaged by the Contractor out of the list of 150 mentioned in the claim Statement; the regular employees of the Second Party are covered under a different agreement for the purpose of wages and other benefits. Therefore, the workmen being engaged by the Contractor cannot claim those service benefits which are available to the permanent employees of the company. The workmen were being paid with whatever the wages fixed by the Govt. of Karnataka (PWD rates) by the company through the Contractor and the Second party had no control over the workers engaged by the contractor; that the various writ petition filed by the contract workmen seeking regularization of their services have been rejected by the High court on the ground that they have not shown their legal right to get their services regularized under any law. Therefore, in the absence of establishing any such legal right, no such right of regularization also can be agitated before this tribunal; that the contract workers were not being engaged for 12 hours and also on all Sundays and holidays as contended by the workmen. These contract workers are not similarly placed as that of regular employees and therefore, the various contentions taken by them seeking benefits of service on par with regular employees are not tenable. The judicial pronouncements referred to in the claim statement are not applicable to the facts and circumstances of the present case. The averments made in Para 31 onwards are not relevant to the circumstances of this case. Therefore, the reference is liable to be rejected.

4. During the course of trial, the management examined one Mr. J. Isaac, said to be the Asstt. Personnel Manager working under it by filing his affidavit. He has simply repeated the various contentions taken by the management in its Counter Statement. I would like to refer to his statement in cross-examination as and when found relevant and necessary.

5. The workmen/union on their behalf examined one Mr. S. Savaridoss said to be the Union President by filing his affidavit as examination chief who once again reiterated

the various averments made in the Claim Statement filed on behalf of the workmen. In his further examination chief in all 11 documents were marked at Ex. W11 to W20. The next witness examined for the workmen is one Mr. Keerappa, the workman at Sr. No. 36 in the list of 102 workmen annexed with the reference order. In his affidavit evidence, his averments are again the replica of the various averments made in the Claim Statement. In his further examination chief 10 documents were marked at Ex. W1 to W10. Third witness examined for the workmen is one Mr. R.N. Lakshman presently working as Asstt. Conservator of Forest at Kanakapura who speaks to the fact that his services were deputed as Range Forest Officer for the purpose of afforestation work with the management company between August 1992 and June 1994. He says that there were in all 157 workers engaged for the said afforestation work when he took the charge. By going through the document at Ex. W7 he says that it consists of the list of workers who worked under him during the aforesaid period. He says that they worked continuously for a period of 240 days in each calendar year and they were being paid wages on monthly basis and on cash basis by the management itself and no pay slips were being issued to the workers. He says that one of the management company clerk by name Monovalah and he himself were supervising the work and the said workers were covered under the PF scheme of the management. He says that usufruct available on account of afforestation work was being used for the underground support system for extraction of Gold and was also being used as a firewood for running canteen etc. and it was also being sold by way of public auction. The wages to the workers being paid as per the rates sanctioned by the forest department. I would like to refer to the statement of the above said three witnesses made in their cross examination as and when found relevant and necessary.

6. The documents at Exhibits 1,2,3,4, and 5 are produced to show that the above said usufruct on account of afforestation work was being supplied by one lorry load of poles and the work of felling conversion and transportation of Eucalyptus Poles and for stacking at various mines sites. Canteen etc. was being done by the management. Ex. W6 is the documents to show the number of the days worked by the workmen and the provident fund subscription and family pension contribution being deducted by the management from the salary of the workmen. Document at Ex. W7 said to be the list of 102 workmen who worked under the management and whose work was being controlled and supervised by the above said witness WW3 and to suggest that they have worked during the years 1992 to 1994 continuously for a period of 240 days in each calendar year. Ex. W8 is said to be the statement about 10 first party workmen with regard to the provident fund paid during the year 1997-98 and with regard to 5 workmen for the year 2000-01 issued by the management itself. Ex. W9 is to show the wages paid to

general labour workers and watchmen upto 1996 and the revised wages paid during the year 1997-98 onwards. Ex. W10 is the copy of the stay order granted by the Civil Court, KGF in OS No. 257/02 restraining the management from cutting the Eucalyptus Trees. Ex. W11 is letter dated 30-9-1996 by union president to management for equal pay. The next document replied upon by the workmen is Ex. W12 said to be the letter dated 8-10-1996 issued by the management in response to the letter written by the union making out the grievances of non-payment of wages as per the revised rates and on par with the permanent employees of the management. Document at Ex. W13 to 15 are said to be the copies of the letters written by the first party union to the management highlighting the aforesaid grievances. Ex. W16 is the letter of ALC(C), Mangalore advising the workmen to file a claim proposal to get their differences of wages. Ex. W17 are the orders of Appellate Authority for industrial and finance reconstruction. Ex. W18 is the copy of the wage schedule for various categories of employees in the Second Party. Ex. W19 is said to be the order in Writ Appeal No. 1747-57/01 and Ex. W20 said to be the letter dated 24-8-2002 addressed to the Managing Director by the workmen union to provide voluntary retirement scheme benefit to the workmen due to closure of the management company w.e.f. 1-3-2001.

7. The learned counsel for the management vehemently argued that the first party workmen were contract workers being engaged by the contractors for the Afforestation works and that they were under the control and supervision of the contractors and were being paid wages by the Contractors themselves and therefore, there was no relationship of employees and employer between the workmen and the management. Therefore, question of regularization of their services does not arise. His next contention was that even assuming that they were the employees of the management, they cannot get the relief of regularization of their services as undisputedly the management company has been closed w.e.f. 1-3-2001 and it is the case of the workmen themselves at Para 37 of the Claim statement that they have been stopped from work arbitrarily w.e.f. 1-3-2001. Therefore, learned counsel submitted that when the first party workmen are not under the employment of the management as on today or even as on the date of reference made to this tribunal, the company itself being closed w.e.f. 1-3-2001 no relief as asked for by the first party workmen i.e. to regularize their services can be granted in their favour and it also cannot be said that the management failed to regularize their services at any point of time. He submitted that the management company itself being closed and the administrative work only being carried out by a skeleton staff from 1-3-2001 any relief to be granted to the first party workmen will become redundant and orders passed by this tribunal granting such cannot be implemented there being no existence of the management itself.

month of June 2001 by which time the management company had come to be closed, it is not understandable as to how the union could raise the dispute against the management seeking regularization of the services of the first party workmen who were in the services of the management at that point of time. If at all any grievance could have been made on behalf of the first party workmen it would have been with regard to termination of their services not following the provisions of ID Act on the closure of the management company. As noted above, in the very words of first party workmen the action of the management in stopping them from work w.e.f. 1-3-2001 tantamounts to retrenchment. Then the only proper course available to them was to challenge the aforesaid action of the management in terminating the services on the ground that it amounts to retrenchment and illegal termination not being followed by the procedure laid down in the provisions of ID Act. The arguments advanced for the first party that even if the services of the first party workmen cannot be regularized at this stage, they may be deemed to be employees of the management and be granted other service benefits and that they have not been paid proper wages, revised wages or the wages on par with the regular employees of the management and that they have also been denied the benefit of VRS which was available to the permanent employees, in my opinion, cannot be entertained this tribunal while deciding the point in controversy, namely, the points raised by way of reference to this tribunal. As noted above, as per the finding given above, first party workmen were certainly the employees of the management company and shall be deemed to be employees of the management before 1-3-2001, but having regard to the said fact, this tribunal cannot grant any relief of regularisation to the first party workmen not it can grant the relief with respect to service benefits as asked for by them on par with regular employees of the management as point of reference do not admit such claim or dispute and therefore, this tribunal to go into the above said controversy. More over, it was well argued for the management that the mining activities of the management since have come to stand still and the company having been closed w.e.f. 1-3-2001, even if any relief is to be granted in favour of the first party workmen under the orders of this tribunal, those orders will become redundant not being capable of implemented by the management company. Therefore, in the light of the above, reference must fail and hence the following award :

AWARD

The reference stands dismissed. No costs.

(Dictated to PA transcribed by her, corrected and signed by me on 4th July, 2006)

A.R. SIDDIQUI, Presiding Officer

नई दिल्ली, 28 जुलाई, 2006

का. आ. 3347.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेवल डॉकयार्ड

के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं.-II, मुम्बई के पंचाट (संदर्भ संख्या सी जी आई टी-2/158 का 1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-7-06 को प्राप्त हुआ था।

[सं. एल-14011/3/1999-आई आर (डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 28th July, 2006

S.O. 3347.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT-2/158 of 1999) of the Central Government Industrial Tribunal-cum-Labour Court, No. II, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Naval Dockyard and their workman, which was received by the Central Government on 28-07-2006.

[No. L-14011/3/1999-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT

Shri A. A. Lad, Presiding Officer

Reference : CGIT-2/158 of 1999

Employers in relation to the management of the Admiral
Superintendent, Naval Dockyard

The Admiral Superintendent,
Naval Dockyard,
Western Naval Command,
Shahid Bhagat Singh Marg, Fort,
Mumbai-400023.

AND

Their workmen.

- (1) The General Secretary,
Indian Naval Employees Union,
12/14, Rajgir Chambers,
R. No. 60, 7th Floor,
Opp. Old Custom House,
Mumbai-400001.
- (2) The General Secretary,
Indian Naval Dockyard Employees Union,
166, Khandelwal Bhawan,
Dadabhai Nauroji Road,
Mumbai-400001.

APPEARANCES:

For the Employer : Mr. V. Narayanan, Advocate.

For the Workmen : Mr. M. B. Anchan, Advocate for INEU and INDEU.

Date of reserving Award : 26th April, 2006.

Date of passing of Award : 13th June, 2006.

AWARD—PART-II

The matrix of the facts as culled out from the proceeding are as under :

1. The Government of India, Ministry of Labour, by its Order No. L-14011/3/99/IR(DU) dated 21st July, 1999 in exercise of powers conferred by Clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947, have referred the following Industrial Dispute to this Tribunal for adjudication :

“Whether the action of the management of Naval Dockyard, Mumbai, in not extending the benefits of casual service to all the workmen who are similarly placed, from the date of joining of their services is legal and justified ? If not, to what relief the workmen are entitled ?”

2. Second Party Union, filed Statement of claim at Exhibit-6 to support the claim referred in the reference stating that, the Ministry of Defence, Government of India, gave financial powers to the Indian Navy to employ casual employees for temporary nature of work. Those workers are used for permanent nature of work. As a result of that thousands of casual workers are working under that, guise recruited by the 1st Party. However, they are not benefited by providing good service conditions. The vacancies occurred in different Units are filled by casual workers who are recruited under that guise. Though, they become regular workers the benefit of their casual services for leave, increment, length of service etc. is not extended to them. Even their casual services are not counted to regularise them. Since, some workers are getting benefit of it, however, there is no uniformity and consistency in the policy of the 1st Party to extend such type of benefits. In fact principally 1st Party has accepted to regularize casual workers to enable them to get the benefits of the period of casual service out by them. However, actually it has not been worked out and brought into practice. So by raising this reference it is prayed that, such benefits be accelerated and extended to them. There are about 8500 workers working with 1st Party. All are deprived of these benefits. So it is prayed that, 1st Party be directed to extend benefit of casual service to all workmen working there who are similarly placed and who are not given benefit of it till this date.

5. This prayer is disputed by the 1st Party stating that functions of the 1st Party are sovereign and statutory

in nature and the work being performed by it is, connected with the defence of the country. It is not bound to compromise its motto. It is contended that, neither from the nature of its organization nor from the nature and character of activities carried out by the 1st Party, it can be said to be an undertaking analogous to business or trade. It is not engaged in commercial industrial activities. Their activities are to meet the naval needs. Therefore, Industrial Disputes Act cannot be made applicable to this type of Unit. Since, it is not an industry the members of the 2nd Party are not the employees of it and accelerate relations of employers and employees as claimed by 2nd Party. The work done by the members of the 2nd Party is get done with the help of such employees. It is just to meet the deficit of the absence of regular employees working with the 1st Party and all expenditure is met from the budget provided for the Defence of the country. At the most these workers can be called as ‘Government Civil Servants’ and cannot be called employees of the 1st Party. It is the case of the 1st Party that the casual services rendered by such workers in Naval cannot be counted for the benefits as claimed by them. At the most decision given by Central Administrative Tribunal, Bombay, in D. A. No. 306 of 1988 can be extended to them and they can get benefit of it but definitely cannot claim as employees of the 1st Party. It is stated that, the employees who are involved in the reference cannot get benefit of casual services rendered by them with the 1st Party and to claim permanency and other benefits for extending such benefits Government sanction is necessary and unless and until Government sanction it 1st Party cannot give it to them. So, it is submitted that, the prayer made by the members of the 2nd Party to accelerate and extend the benefits of casual services rendered by casual workers must be rejected.

6. In view of the above pleadings my Ld. Predecessor framed Issues at Exhibit 11. Issue of jurisdiction of this Tribunal was treated as preliminary Issue. While passing Award Part I my Ld. Predecessor observed that, this Tribunal has jurisdiction to entertain the claim of the workers involved in the reference, by passing Award dated 2nd August, 2002. Now remaining Issues i.e. Issues Nos. 2 and 3 remains, which I answer as follows :

Issues	Findings
2. Whether the action of the Management of Naval Dockyard, Mumbai in not extending the benefits of a casual service to all the workman who are similarly placed from the date of joining of their services is legal and justified ?	No

Issues	Findings
3. If not, to what relief the workman are entitled to ?	Workers involved in the reference are entitled to get benefit of their casual services rendered like employees who are similarly placed in the said job.

REASONS :**Issue Nos. 2 and 3 :**

7. It is case of the 2nd Party that, the Workers involved in the reference are entitled to get benefit of casual services rendered by them and to get permanency and other benefits. To support that Second Party placed reliance on the evidence in the form of the affidavits of Vaidya at Exhibit 27, and of witness Veerappan placed on record at Exhibit-30, who was cross-examined by 1st Party.

8. Whereas to give reply to the said claim 1st Party placed reliance on the depositions of Manjot Singh, by filing affidavit at Exhibit 18, Mr. Mahure at Exhibit 38, who are cross-examined by the 2nd Party.

9. The evidence referred above reveals that, salary and allowances are paid to those workers as per the Pay Commission as paid to the Government servants since the Naval Dockyard is the part of the defence establishment. It is the case of the 2nd Party that, it is an industrial establishment registered under the 'Factories Act'. It is also admitted fact that 'Payment of Wages Act' is applicable to the employees working in the 'Naval Dockyard'. Number of workers are working there in the temporary nature till they retire. To support that, Vaidya has stated that, for last 20 years he is working and there is no circular to show that, casual labourers/workers should be given benefit from the date of their joining. Whereas management witness states that, Government has implemented the judgment given by the Central Administrative Tribunal, Bombay, in D. A. 306 of 1988 and accelerate the benefit of it and extended to its employees. That time 8041 employees, affected are mentioned in the Annexure A of the letter dated 17th April, 1998 and demand of the Union is to extend benefits of casual services rendered by them to make them permanent. They admit that, workers have raised dispute before A.L.C.

10. If we peruse the written statement, of the 1st Party. We find that, stand taken is that it is the Government who has to do all that and since the Government has not authorized the Commander in Chief of the 1st Party, it is not in a position to extend benefits of casual services rendered by the casual workers and give it to them the benefits. Even in the flow of arguments the Ld. Advocate for the 1st Party submits that, such directions since have not been given by the Union of which is the appropriate Government,

and unless and until Union of India direct 1st party to make such rules applicable to the workers and the workers of the 1st Party who are the members of the 2nd Party Union, it finds difficult for them to implement the benefits of the casual service rendered by the said workers and to extend the benefits of it to them.

11. As far as contentions taken by 1st Party that, it is not an 'industry' is not proved by the 1st Party. On the contrary evidence of 2nd Party reveals that, 1st Party is registered under the Factories Act and Payment of Wages Act is applicable to its employees. Besides, it is a matter of record that, 1st Party meets the expenditure of the wages of its employees out of the grant afforded by the Union of India. It is a matter of record that, the employees who are engaged as casual workers are doing permanent type of work in place of absence of permanent employees who are on leave, or who are absent or who are on long leave. That means the nature of work done by casual workers definitely is done by them is of permanent and perennial in nature. Work on which they are engaged is just and of perennial nature and it is not that, 1st Party has no work and it cannot supply it to the workers. Simply that, they are treating them as casual workers because there is no uniformity in their service conditions and nobody has considered it sincerely to extend the benefits of their casual services rendered by them and to give benefits to them. Even First party place reliance on Union Government of India stating that it has not directed it to apply those to casual workers, so it is not made applicable.

12. Number of workers has stated that they are working there for more than 23 years which is not denied by the 1st Party. Employee like Vaidya who is cross-examined at Exhibit 27 is serving there for 20 years, still treated casual worker. What can be stated about his service conditions and benefits to him ? When workers like Vaidya who worked there for 20 years still is treated as casual worker. In this situation, in my considered view, simply because nobody has taken initiative to regulate the service conditions of such employees, they cannot be left at wind to rule them by any law. It is a matter of record that, in D.A. 306 of 1988 Central Administrative Tribunal, Bombay, ordered for extending benefits to the casual workers and it is made applicable. However, workers working with 1st Party are working in the Naval Dockyard which is under the Industrial Disputes Act are left without benefit. When it is registered under the Factories Act provisions of Industrial Disputes Act, 1947 are applicable to it and not of Government servant rules. When employees, in the reference, are working with 1st Party, which is an 'industry' in my considered view, they must get protection of Industrial Disputes Act.

13. It is a matter of record that, number of casual workers are engaged by 1st Party which fact is admitted by them in their reply. Even it is their case that, they are

utilized on permanent work in the absence of regular workers. When they are working on permanent work in the absence of regular workers, question arises, why provisions of the Industrial Disputes Act regarding their permanency, regarding other benefits by which their service conditions can be raised at considerable level ? So I feel that, employees involved in the reference who are the employees of the 1st Party must get benefits of casual services rendered by each of them to count their permanency, to get increments and other benefits as given to other workers who are working with 1st Party at their level and who are similarly placed.

14. In view of discussions made above, I conclude that, action of the 1st Party in not extending the benefits of casual services of all workmen, who are similarly placed, from the date of their joining their services is not legal and justifiable and such they are entitled to get benefit of it. Accordingly, I answer this Issue to that effect and passing the following order :

ORDER

- (a) Reference is allowed;
- (b) First Party is to extend benefits of casual services to all the Workmen who are similarly placed from the date of joining their services;
- (c) In the circumstances, there is no order as to its costs.

Mumbai,
13th June, 2006.

A. A. LAD, Presiding Officer

नई दिल्ली, 28 जुलाई, 2006

का. आ. 3348.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलीकॉम फैक्ट्री, दियोनार के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं.-II, मुम्बई के पंचाट (संदर्भ संख्या सी जी आई टी-2/46 ऑफ 2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-7-06 को प्राप्त हुआ था।

[सं. एल-40011/34/1995-आई आर (डी यू)]
सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 28th July, 2006

S.O. 3348.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT-2/46 of 2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. II, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Factory, Deonar and their workman, which was received by the Central Government on 28-07-2006.

[No. L-40011/34/1995-IR (DU)]
SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT

Shri A. A. Lad, Presiding Officer

Reference : CGIT-2/46 of 2005

(Old Ref. No. CGIT-2/27 of 1996)

Employers in relation to the management of Telecom
Factory

The General Manager,
Telecom Factory, Deonar,
Mumbai-400021.

AND

Their workmen.

The President,
All India Telecom Employees Union,
Class III and IV,
Telecom Factory Circle,
C/o Telecom Factory, Deonar,
Mumbai-400021.

APPEARANCE :

For the Employer : S/Shri B. M. Masurkar and
S. B. Kadam, Advocates

For the Workmen : Mr. Jaiprakash Sawant,
Advocate

Date of reserving Award : 27th April, 2006

Date of passing of Award : 9th June, 2006

AWARD

1. This reference was sent by the Desk Secretary to the Government of India, Ministry of Labour, by its Order No. L-40011/34/95-IR(DU) dated 30th May, 1996 in exercise of powers conferred by Clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947, to this Tribunal for adjudication :

"Whether the action of the management of Telecom Factory, Bombay in not extending the benefits of departmentalization to the employees of the canteen in the Telecom Factory, Bombay is legal and justified ? If not, to what relief the workmen are entitled to ?"

2. To support the claim 2nd Party, Union filed Statement of Claim at Exhibit 3, stating that the employees who are the members of it are working with 1st Party. Actually they are working in the canteen which is Departmentally run by 1st Party. Initially they were not treated as employees of the 1st Party. However, later on when Apex Court observed that they are the employees of

the Canteen and are also the employees of the 1st Party while deciding case of General Manager, Telecom V/s S. Srinivasan Rao, published in 1998 Lab. I. C. p. 883 in the case of Bombay Telephone Canteen Employees and ors. over ruling the earlier decision given in Theyyam Joseph's case (supra) and observed that Telecom Factory is an 'industry' within the meaning of Section 2(j).

3. Initially my Ld. Predecessor observed 1st Party is not an 'Industry' and accordingly rejected the claim of the 2nd Party Union solely on it by passing Award dated 22nd September, 1997. Said Award was challenged by filing Writ Petition No. 506 of 1998 preferred by All India Telecom Employees Union, Class III and ors. and while deciding it our Hon'ble High Court observed that, Telecom Factory is 'an industry' and quashed and set aside the Award passed by my Ld. Predecessor and remitted the reference back to this Tribunal for adjudication and to see whether date of regularization of the employees in the statutory canteen at the Telecom Factory at Deonar is 1st October, 1979 as claimed by the employees or 4-11-1981 as claimed by the Management.

4. So, now before this Tribunal, very limited scope is to decide whether, employees of the statutory canteen working in Deonar Telecom Factory can claim benefit of Circular dated 1-10-1979 or 4-11-1981?

5. After the reference was remitted to this Tribunal, no additional case is made out by either of the sides. However, they led evidence that, i.e. by 2nd Party by examining R. D. Prabhu at Exhibit 27 and was cross-examined by 1st Party. Against that 1st Party examined Mahabir Singh, Dy. General Manager, Telecom Factory at Exhibit 31. He was also cross-examined by the 2nd Party, Union. Then both filed their written submissions i.e. written submissions by 2nd Party at Exhibit 32 and by 1st Party at Exhibit 33. Initially stand taken by the 1st Party was that, members of the 2nd Party are not entitled to any relief since they are not the employees of the 1st Party and 1st Party is not an 'industry'. On the basis of that, Issues were framed by my Ld. Predecessor. While discussing the evidence and passing Award regarding benefit of the Circular not extended to the members of the employees of the 2nd Party being the employees of the department whether was justifiable to which it was observed 'Yes'. Then another issue which was framed was whether, employees are entitled to get benefits of it, which is also answered "Yes", but to the extent of pensionary benefits only and then order was passed observing that 1st Party is not an 'Industry'.

6. So this is the second round of litigation in the form of reference is remitted to this Tribunal by the order of the Hon'ble High Court while deciding Writ Petition No. 506 of 1998. As stated above, to prove their respective cases, as per the directions of the Hon'ble High Court, Second Party examined witness R. D. Prabhu at Exhibit 27 and filed

purshis at Exhibit 29. Then as stated above 1st Party also examined Mahavir Singh at Exhibit 31.

7. So evidence before us at this stage is evidence of Mahavir Singh i.e. of 1st Party and R. D. Prabhu of 2nd Party.

8. It is important and material to note that in the pleadings, in the original reference 2nd Party claimed that they are entitled to get benefit being the employees of the 1st Party and 1st Party is 'an industry'. Whereas stand taken by the 1st Party was that, they are not the employees of the 1st Party and at the most they cannot be called as Government employees and cannot attract the benefits of the circulars referred in the reference. It is also contended that 1st Party is not an industry and number of citations were referred by both the parties.

9. The matter was remitted to this Tribunal by virtue of decisions in Writ Petition No. 506 of 1998. No pleading was added by both. Their case and stand remained as it was which they pleaded in the original reference. Since they chose to stick like that, in fact the question before me now at this stage, is to decide as follows :

Issues	Findings
Whether the date of regularization of the Employees in the statutory canteen at Telecom Factory would be 1-10-1979 or 4-11-1981?	1-10-1979

REASONS :

10. To construe on this issue referred above, if we peruse evidence led by both, after the matter was remitted to this Tribunal, by virtue of Writ Petition No. 506 of 1998 and the stand taken by 1st Party that it is not an industry, and members of the Second Party are the Government employees goes away. Only question before this Tribunal at this juncture is whether, employees involved in the reference can be regularised from 1st October, 1979 or from 4th November, 1981?

11. While making out case, 1st Party stated that, at the most employees who are the members of the 2nd Party can get benefit of circular of regularization with effect from 4th November, 1981 and not from 1st October, 1979. Whereas 2nd Party claims that they are entitled to get benefit of the circular of regularization with effect from 1st October, 1979.

12. In that respect if we peruse evidence led by both, except contentions nothing is produced by them to show that, how they are supporting their respective case and stand. Entire proceeding was construed whether Telecom Factory is an 'industry' or not. Even my predecessor decided reference once holding that, Telecom Factory is not an 'industry' and Tribunal has no jurisdiction. Now, by virtue of decisions in Writ Petition No. 506 of 1998 all points visualize and only the point of making applicability of circular either from 1st October, 1979 or 4th November, 1981 remains.

13. If we peruse the Annexure "A" submitted by 2nd Party we find, 25 employees are shown in the said annexure and their date of appointment is shown in column of 'original date of appointment'. Most of them are in the employment prior to November, 1981. However, some are prior to 11th December, 1979. Employees Murleedharan, shown at Serial No. 2 from Canteen Staff-III and other employees from Ratnakar to Yelve, shown at Serial Nos. 21 to 24, of Canteen Staff are from Grade IV who came in the employment after 11th December, 1979.

14. 1st Party states that, at the most these employees are entitled for regularization as per circular dated 4th November, 1981 and not from 1st October, 1979. In the pleadings, initially it has taken stand that they are Government employees and not departmental and cannot claim the benefit of circular. But now they state that, they are entitled to get benefit of circular from 4th November, 1981 and not from 1st October, 1979. However, no reason is assigned as to why they are not entitled from 1st October, 1979 and why they are entitled to get from 4th November, 1981?

15. In this situation, question arises when employees involved in the reference are entitled to get benefit of regularization of circular dated 4th November, 1981, question arises why they cannot be entitled to get benefit of it from 1-10-1979? Nothing is stated by any of them.

16. So for that if we peruse Annexure "A" as referred above we find, except Murleedharan of Canteen Staff Class III and employees from Canteen Staff-III, other employees from Ratnakar to Yelve, shown at Serial Nos. 21 to 24, of Canteen Staff are from Class IV. I am of the considered view that all the entitled to get benefit of circular with effect from 1st October, 1979 to regularize them in the employment and others i.e. Murleedharan, shown at Serial No. 2, and Ratnakar to Yelve shown at Serial Nos. 21 to 24 are entitled to get benefit of regularization of the circular with effect from 4th November, 1981 since they were not in the employment at the time of the circular dated 1st October, 1979.

17. Considering this and considering the evidence led, I conclude that, employees of the 1st Party who are members of the 2nd Party Union are entitled to get the benefit of regularization of both the circulars. So I answer this issue to that effect and passing the following order :

ORDER

- (1) Reference is allowed.
- (2) Employee Murleedharan, and Ratnakar to Yelve, the employees shown in the Annexure "A" at Serial Nos. 3, and 21 to 24 are entitled to get benefit of regularization as per circular dated 4th November, 1981 and others are from 1st

October, 1979, the names which are mentioned above.

- (3) In the circumstances there is no order as to costs.

Mumbai,
9th June, 2006.

A. A. LAD, Presiding Officer

शुद्धि पत्र

नई दिल्ली, 27 जुलाई, 2006

का. आ. 3349.—समसंख्यक अधिसूचना दिनांक 1-6-2000 जिसके द्वारा, औ. वि. 11/1999 पर केन्द्रीय सरकार औद्योगिक अधिकरण-II, नई दिल्ली का पंचाट प्रकाशित किया गया था, के अनुबंध में :

पृष्ठ 11 की पंक्ति 21 में प्रयुक्त शब्द

"15-3-1990 से 6-11-1990" के स्थान पर

"15-03-1990 से 06-11-1994" पढ़ा जाए।

[सं. एल-30012/03/1998-आई आर (सी-I)]

एस. एस. गुप्ता, अवर सचिव

CORRIGENDUM

New Delhi, the 27th July, 2006

S.O. 3349.—In Annexure to Notification of even no. dated 1-6-2006 notifying the Award of the Central Government Industrial Tribunal-II, New Delhi in I.D. 11/1999:

At page 11 in line 21 for the words

"15-03-1990 to 06-11-1990"

"15-03-1990 to 06-11-1994"

May be read.

[No. L-30012/03/1998-IR (C-I)]

S. S. GUPTA, Under Secy.

आदेश

नई दिल्ली, 8 अगस्त, 2006

का. आ. 3350.—चूंकि भारत सरकार का विचार है कि भारत सरकार टकसाल प्रबंधन और इसके कर्मचारों के बीच औद्योगिक विवाद है;

और जबकि केन्द्र सरकार का विचार था कि उक्त उल्लिखित विवाद का न्यायनिर्णयन राष्ट्रीय औद्योगिक ट्रिब्यूनल द्वारा किया जाना चाहिए;

और जबकि केन्द्र सरकार ने औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7ख द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्रम मंत्रालय के आदेश संख्या एल-16011/3/2004-आई आर (डी यू) दिनांक 6-6-2005 द्वारा राष्ट्रीय औद्योगिक अधिकरण की स्थापना की, जिसका मुख्यालय कोलकाता था और उक्त अधिनियम की धारा 10 की उप-धारा (1क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए न्यायमूर्ति

श्री एच. बनर्जी को इसका पीठासीन अधिकारी नियुक्त किया, उक्त औद्योगिक विवाद को न्यायनिर्णयन हेतु उक्त राष्ट्रीय औद्योगिक अधिकरण को संदर्भित किया।

और जबकि उक्त उल्लिखित औद्योगिक विवाद पर अंतिम रूप से निर्णय किया जाना अब भी लंबित है;

अतः, अब, राष्ट्रीय उल्लिखित औद्योगिक अधिकरण का गठन किया जाता है जिसका मुख्यालय कोलकाता होगा और न्यायमूर्ति श्री सी. पी. मिश्रा इसके पीठासीन अधिकारी होंगे तथा उक्त राष्ट्रीय औद्योगिक अधिकरण में न्यायनिर्णयन हेतु उक्त विवाद इस निदेश के साथ संदर्भित है कि न्यायमूर्ति श्री मिश्रा मामले में वहाँ से आगे बढ़ेंगे जहाँ न्यायमूर्ति श्री एच. बनर्जी ने इसे छोड़ा था और कानून के अनुसार इसका निपटान करेंगे।

[सं. एल-16011/3/2004-आई आर (डी यू)]

सुरेन्द्र सिंह, डैस्क अधिकारी

ORDER

New Delhi, the 8th August, 2006

S.O. 3350.—Whereas the Central Government was of the opinion that an industrial dispute existed between the management of India Government Mint and their workmen;

And whereas the Central Government was of the opinion that the above mentioned dispute should be adjudicated by a National Industrial Tribunal;

And whereas the Central Government, in exercise of the powers conferred by Section 7B of the Industrial Disputes Act, 1947 (14 of 1947) constituted a National Industrial Tribunal vide Ministry of Labour Order No. L-16011/3/2004-IR (DU) dated 6-6-2005 with headquarters at Kolkata and appointed Justice Shri H. Bannerjee as its Presiding Officer and in exercise of the powers conferred by Sub-section (1A) of Section 10 of the said Act, referred the said industrial dispute to the said National Industrial Tribunal for adjudication.

And whereas the above mentioned industrial dispute is still pending final determination.

Now, therefore, a National Industrial Tribunal is constituted with Headquarters at Kolkata with Justice Shri C. P. Mishra as its Presiding Officer and the above said dispute referred to the above said National Industrial Tribunal for adjudication with a direction that Justice Shri Mishra shall proceed in the matter from the stage at which it was left by Justice Shri H. Bannerjee and dispose of the same according to law.

[No. L-16011/3/2004-IR (DU)]

SURENDRA SINGH, Desk Officer